

Clark County Water Reclamation District

FWRC Demolition of Retired Facilities

**CCWRD Project No. 19002
PWP NO. CL-2022-43**

**Bidding and Contracting Requirements
Division 00**

Bid Documents

Volume 1 of 4



*The
"Clean
Water Team"*

Clark County Water Reclamation DISTRICT

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March 4, 2022

BID DOCUMENTS
FOR CONSTRUCTION OF

DEMOLITION OF RETIRED FACILITIES

CCWRD PROJECT NO. 19002
PWP NO. CL-2022-43

CLARK COUNTY WATER RECLAMATION DISTRICT
CLARK COUNTY, NEVADA

VOLUME 1 OF 4

BIDDING AND CONTRACTING REQUIREMENTS
(DIVISION 00)

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19002 – FWRC DEMOLITION OF
RETIRED FACILITIES
BID DOCUMENTS

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Mark R. Twede
020564 Professional
Civil Engineer

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Brian Pilmer
027820 Professional
Electrical Engineer

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SIGMAED 03/02/2022

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INSTRUCTIONS TO BIDDERS

FWRC DEMOLITION OF RETIRED FACILITIES

PROJECT NO. 19002

PWP NO. CL-2022-43

1.0 DEFINED TERMS

Terms used in these Instructions to Bidders shall have the meanings assigned to them in the General Conditions, the Supplementary Conditions, and the Contract Documents.

2.0 STANDARD OF PERFORMANCE

The Work shall be completed in strict conformance with the Contract Documents.

3.0 CONTRACT DOCUMENTS AND PRECEDENCE OF DOCUMENTS

- A. The complete Contract Documents are those documents set forth in Section 00 52 00, Agreement. Bidders must account for all Contract Documents in the preparation of their Bid.
 - B. In the event of any conflict or inconsistency between any of the documents listed in the Agreement, the conflict or inconsistency shall be resolved on the basis of the order listed in the Supplementary Conditions (Document 00 73 00). This precedence of documents shall be used to resolve claims arising from such issues, including designation of responsibility for associated costs and scheduling impacts, if any. In every case of conflict or inconsistency, Owner shall ultimately decide how to reconcile conflicts and inconsistencies, and the decision of Owner shall be final. As specified below in Article 8.0, Interpretation of Drawings and Documents, before the Successful Bidder has been identified, Bidders may submit written requests to Owner for an interpretation of conflicts and inconsistencies.
 - C. The *Uniform Standards Specifications for Public Works' Construction, Off-Site Improvements, Clark County Area, Nevada* on CD can be purchased separately from the Regional Transportation Commission of Southern Nevada or viewed and downloaded online at www.rtc.southernnevada.com.
- 4.0 COPIES OF BIDDING DOCUMENTS**
- A. Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor the Design Consultant assumes any responsibility for errors, omissions, or mistakes of fact resulting from the use of incomplete sets of Bidding Documents
 - B. Owner and the Design Consultant, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

5.0 LICENSE

- A. By law, Owner will not award the Contract to a Bidder (1) who at the Bid Submission Deadline is not duly licensed under the provisions of NRS Chapter 624, or (2) if the Contract Price would exceed the limit of Bidder's license. Bidder's Nevada State Contractor license number, classification, and complete information shall be entered on the Bid Form (Document 00 41 00). All subcontractors named by Bidder must be properly licensed under NRS Chapter 624 for Subcontractor's designated portion of the Work. If a Subcontractor is not properly licensed, the Bidder's Bid will be considered nonresponsive and/or non-responsible and will be rejected.
- B. If, after awarding the Contract, Owner discovers that the Successful Bidder is not duly licensed, or that the Contract Price would exceed the limits of the Successful Bidder's license, Owner shall have the sole and exclusive right to rescind the award of the Contract to the Successful Bidder. Said cancellation shall also serve to reject the Successful Bidder's Bid. Owner thereafter may accept the next lowest Bid for that Work from a responsive and responsible Bidder without requiring that new Bids be submitted.
- C. It is Bidder's responsibility to hold all required licenses at the Bid Submission Deadline. All questions concerning licensing and limits should be directed to the Nevada State Contractors Board ("NSCB").

6.0 BIDS

- A. To receive consideration, Bids must be submitted in strict accordance with the instructions specified in this document and the Contract Documents.
- B. Bids must be made upon the Bid Form (Document 00 41 00). All Bids must be properly executed, and all items filled in; the signature of all persons signing must be in longhand. Erasures, interlineations, or other corrections must be authenticated by affixing in the margin immediately opposite the correction the initials of the person signing the Bid. Unauthenticated erasures, interlineations, or other corrections may result in rejection of the Bid as non-responsive or may result in the erasures, interlineations, or other corrections being rejected and considered null and void. If the unit price and the total amount named by Bidder for any item are not in agreement, the unit price alone shall be considered as representing Bidder's intention, and the totals shall be corrected to conform thereto.
- C. Owner's Bid evaluation and recommendation to the Owner's Board of Trustees will be based in part on the comparative merits of the items listed in the schedules. Failure to submit Bids on all items in all schedules may be cause for rejection of the entire Bid for being non-responsive. Bids must not contain any recitation of the Work to be done. Alternative proposals will not be considered except as specifically called for. No oral, telegraphic, or telephonic proposals or modifications of any kind will be considered. Bidders are cautioned not to prepare proposals in anticipation of substitution of materials being approved.
- D. Not Used.

E. Before submitting a Bid, Bidders shall carefully examine the Drawings; the Specifications; and all other Contract Documents, and shall visit the Project Site; shall fully inform themselves as to all the existing conditions, hazards, and limitations thereof; and shall include in the Total Bid Price a sum to cover the cost of all items included in the Contract Documents and those inferable therefrom or otherwise. No allowance will be made because of lack of such examination or knowledge.

F. Not Used.

G. Owner shall have a period of ninety (90) days after the opening of Bids to accept or reject any Bids, during which time Bidders shall honor their Bid. If no Bid is accepted within said period, or if the Successful Bidder executes and delivers the necessary Contract Documents to Owner, then Owner will return all Bids and Bid Guaranties to the corresponding Bidder within ten (10) days after receipt of a written request therefor.

7.0 AGREEMENT, BONDS, AND INSURANCE CERTIFICATES

A. The Agreement, which the Successful Bidder will execute as Contractor, is included in the Contract Documents and must be carefully examined by Bidder. Two copies of the Agreement, Bonds, and other documents shall be executed by Successful Bidder and will be retained by Owner. Owner will deliver to Successful Bidder the number of Conformed Documents identified in the General Conditions (Document 00 72 00), as amended and supplemented by the Supplementary Conditions (Document 00 73 00).

B. Simultaneously with the execution of the Agreement, the Successful Bidder shall furnish a Labor and Material Bond (Document 00 61 14) in an amount equal to one hundred percent (100%) of the Contract Price, a Faithful Performance Bond (Document 00 61 13) in an amount equal to one hundred percent (100%) of the Contract Price, a Guaranty Bond (Document 00 61 15) in the amount equal to one hundred percent (100%) of the Contract Price, the Certificate of Liability Insurance (ACORD 25), and required endorsements (CG 20 10 10 01, CG 20 37 10 01, CG 24 04 05 09, CG 20 48 10 13, and CG 04 44 03 10). All Bonds shall be secured from a surety company satisfactory to Owner and authorized to issue such Bonds in the State of Nevada.

8.0 INTERPRETATION OF DRAWINGS AND DOCUMENTS

If any person that is contemplating submitting a Bid for the proposed Project is in doubt as to the true meaning of any part of the Contract Documents, or finds discrepancies, mistakes, or omissions in the Contract Documents, that person shall submit a written notice and request for an interpretation and/or correction thereof to Owner's contact. The person submitting the notice and request will be responsible for its prompt delivery on or before the Clarification Submission Deadline. An interpretation and/or correction of the proposed Contract Documents will be made only by Addenda issued in writing by Owner, and a copy of such Addenda shall be available to plan holders.

9.0 ADDENDA

- A. Any Addenda issued before the Bid Submission Deadline or forming a part of the Contract Documents furnished to Bidder for preparation of the Bid, shall be included in the determination of Bidder's Total Bid Price, and shall be a part of the Contract, and must be acknowledged in the space provided on the Bid Form.
- B. Addenda shall be available to plan holders.
- C. Copies of the Addenda do not have to be submitted with the Bid, but Bidder shall acknowledge the receipt of all Addenda issued by Owner on the Bid Form (Document 00 4 1 00); Bidder's failure to verify receipt of ALL Addenda will result in Bidder being nonresponsive, and Bidder's Bid will be rejected.

10.0 UNIFORM STANDARD SPECIFICATIONS

The Uniform Standard Specifications or Clark County Standards as referred to in these Contract Documents are the latest version (in effect at the Bid Submission Deadline) of those adopted by Clark County, the City of Las Vegas, the City of North Las Vegas, the City of Henderson, and the City of Boulder City, Nevada, entitled Uniform Standard Specifications for Public Works' Construction, Off-Site Improvements, Clark County Area, Nevada, and shall apply to the portions of this Project not specified herein by the Standard Specifications or detailed Specifications or Drawings. Bidders shall make themselves thoroughly familiar with the contents of these documents.

11.0 WITHDRAWAL OF BID

- A. The Bid may be withdrawn upon request by Bidder prior to, but not after, the Bid Submission Deadline, provided that the request is in writing, executed by Bidder or duly authorized representative, and delivered to Owner in the same manner in which the Bid was submitted. Owner must receive such request prior to the Bid Submission Deadline.
- B. Owner has discretion to allow the apparent low Bidder to withdraw its Bid after the Bid Submission Deadline but before award, if due to a material mistake of fact on the part of Bidder in preparing the Bid. Such Bidder, upon discovery of the mistake, must immediately notify Owner in writing of such mistake. The notice to Owner must include: (1) a request to withdraw its Bid, (2) a detailed description of the exact nature of the mistake, and (3) an explanation of exactly how and why the mistake occurred. If the above requested information is not adequately provided to Owner's satisfaction, Bidder shall be prepared to meet with Owner within forty-eight (48) hours of notification by Owner to further review Bidder's request for withdrawal of the Bid. Should Owner not allow Bidder to withdraw its Bid, Bidder shall be required to enter into the Agreement or forfeit its Bid Guaranty as set forth herein.

12.0 AWARD OR REJECTION OF BIDS

- A. The Contract will be awarded to the Bidder who submits the lowest responsive and responsible Bid that complies with these Instructions to

Bidders, as well as all other Contract Documents. Owner, however, reserves the right to reject any and all Bids, to waive any irregularity in Bids received, and to award the Contract to other than the apparent lowest Bidder. If, in the judgment of Owner, a Bid is unbalanced, or if a Bidder is not qualified, responsible, and/or responsive, the entire Bid may be rejected.

- B. Except for a Bid Schedule (Document 00 4 1 05) with alternates, a single award of Bid will not be made for less than all the items in a Bid Schedule (Document 00 4 1 05).

13.0 QUALIFICATION OF BIDDERS

- A. In addition to the Total Bid Price, the requirements set forth in NRS 338.1375 through NRS 338.1382, and those items listed below in this Article, the following elements shall be given consideration in evaluating the qualifications of, and degree of responsibility to be credited to, a Bidder:
 1. The ability, capacity, and skill of Bidder to perform the Work.
 2. The character, integrity, reputation, judgment, experience, and efficiency of Bidder.
 3. Whether Bidder can perform the Work within the times specified.
 4. The quality of performance by Bidder of previous contracts with Owner and/or with other local government and state agencies, including, but not limited to, the relative costs, burdens, time, and effort necessarily expended by Owner or such agencies in securing satisfactory performance, notwithstanding that such performance may have been finally accepted by Owner or such agencies.
 5. The previous and existing compliance by Bidder with contract provisions, laws, and regulations relating to public contracts and prevailing wage rates.
 6. Bidder's proposed Subcontractors.
- B. Bidder shall demonstrate to the satisfaction of Owner that Bidder has sufficient qualifications to perform the Work under this Contract. The burden to demonstrate such qualifications shall be on Bidder. That Bidder is licensed and registered as a contractor in accordance with the laws of the State of Nevada (which is required in order for Bidder to submit a Bid hereunder) and provides a Bid Guaranty as required herein shall not be sufficient, in and of themselves, to demonstrate such qualifications and responsibility.
- C. Bidder shall be skilled and regularly engaged in the general class and type of Work called for under this Contract. It is the intention of Owner to award the Contract to a Bidder who furnishes satisfactory evidence of (i) the requisite experience and ability of its key personnel and proposed Subcontractors to complete the Work in accordance with the Contract Documents, and (ii) sufficient capital, facilities, and personnel to enable prosecution of the Work successfully and properly and within the time set forth in the Contract Documents.
- D. Competent, experienced supervision and continuity of management are of importance to the successful and timely completion of the Work. Key personnel assigned to the Work shall be thoroughly familiar with all aspects of the skills required for the timely and proper execution of the Work in accordance with the Contract Documents, and shall remain in full,

continuous, and personal supervision of the Work and Project through completions thereof.

E. Competent, experienced Subcontractors are of importance to the successful and timely completion of the Work. Proposed Subcontractors shall be thoroughly familiar with all aspects of the Work which they will perform or that relate to the Work which they will perform. Owner reserves the right to reject a Bid based on proposed Subcontractors.

F. To determine the degree of responsibility to be credited to Bidder, Owner will weigh any evidence, whether submitted by Bidder or obtained otherwise by Owner, that Bidder, Bidder's key personnel available for employment in responsible charge of the Work, and Bidder's proposed Subcontractors have satisfactorily performed other contracts of like nature, magnitude, and comparable difficulty and comparable rates of progress.

14.0 SUPPLEMENTAL INFORMATION

A. Required Information

The three (3) lowest Bidders shall submit an apprentice workforce plan for all Subcontractors using the Subcontractor Project Workforce Checklist (Document 00 47 02), within ten (10) days of the Bid Opening to show compliance with NRS 338.01165 (Senate Bill 207, Apprenticeship Utilization Act). The submission must include any corresponding supporting documentation and Waiver Request forms. The Waiver Request form can be found on the Office of the Labor Commissioner website: http://labor.nv.gov/Apprenticeship_Utilization_Act/Apprenticeship_Utilization_Act/. Information may be sent via email, fax, or delivered to Clark County Water Reclamation District. Failure to provide such information may result in Bidder declared nonresponsive and Bidder's Bid rejected.

B. Requested Information

1. Owner may request supplemental information set forth below from Bidder after the Bid Submission Deadline to further assess Bidder's qualifications. Bidder shall submit such information to Owner within seven (7) calendar days of request. Failure to provide such information may result in Bidder declared nonresponsive and Bidder's Bid rejected.
2. Owner reserves the right to inspect records, reports, and any other information that may be maintained by or for Bidder to the extent necessary, as determined by Owner, to verify, clarify, or otherwise consider the information provided by Bidder. Failure to provide any and all information required may result in a Bidder being declared nonresponsive.
3. Review of Bidder's technical data by Owner shall not constitute nor be construed as acceptance or approval of the adequacy or sufficiency of such data for compliance with the requirements of the Contract Documents. The full and complete responsibility for compliance with such requirements is and shall remain with the Successful Bidder.
4. Bidder shall submit the following supplemental information when requested by Owner:
 - a. Bidder's financial information; Bidder shall submit proof of adequate financial resources that would be available to Bidder

- for the prosecution and completion of the Work. Such information should include:
- 1) For each of the past five (5) years, copies of balance sheets, profit and loss statements, statements of changes in financial position, including footnotes, and auditor's opinions on financial statements, or annual reports to stockholders.
 - 2) Documentation of an open letter of credit or other arrangement with a bank or other financial institution satisfactory to Owner, at Owner's sole and subjective discretion, under which financing would be provided.
 - 3) Certification by an independent, licensed accountant stating that Bidder has adequate financial resources for the prosecution and completion of the Work.
5. Bidder's past performance information:
- a. Identify all construction contracts (whether completed or in progress) entered into or performed by Bidder within the past five (5) years for projects similar in scope, time, and complexity to the Work called for under this Contract, including the names of contracts, the contract price, and the contact names and phone numbers of the owners. If Owner's projects are included, contact name and phone number need not be listed. Also identify the number of days of each contract and the number of days the contract was completed before or after the contract end date. Identify projects where liquidated damages were assessed.
 - b. Identify any construction contracts during the past five (5) years in which Bidder has been involved in which bond forfeiture by Bidder occurred, or litigation of one or more major claims by or against Bidder arose, including a concise explanation of the reasons or basis for such forfeiture, litigation, arbitration, or major claim. For purposes of this item "major claim" shall mean any claim or aggregate of claims that exceeded 10 percent of the price of such contract. Bidder must describe the final disposition of all major claims, or state that final disposition has not yet been reached, as applicable.
 - c. State all times within the past ten (10) years that Bidder has not been an active contractor, been in bankruptcy reorganization, or not been registered and licensed as a construction contractor.
 - d. Identify all criminal convictions, including pleas of no contest of Bidder or any owner or officer of Bidder.
6. Bidder's key personnel:
- a. List the name and business address and provide a brief description of experience for the key management and supervisory personnel Bidder proposes to assign to this Work on the qualification forms listed below.
 - 1) Bypass Pumping Qualification Form (Document 00 50 04).
 - 2) Electrical Superintendent Qualification Form (Document 00 50 05).
 - 3) Electrical Contractor Qualification Form (Document 00 50 06).
 - 4) Electrical Medium Voltage Installer Qualification Form (Document 00 50 07).

- 5) Instrumentation Supplier Qualification Form
(Document 00 50 08).
- 6) Other proposed personnel, contractors, Subcontractors as determined by Owner.
7. Bidder's Critical Path Method ("CPM") scheduling information: Submit the following information related to capability to use CPM scheduling for management of construction projects:
- a. Identify and briefly describe at least two construction projects, valued at least half the Total Bid Price included in Bidder's Bid, which were successfully controlled by Bidder or a CPM consultant to Bidder, throughout the contract duration by means of periodic systematic reviews of CPM schedules.
 - b. Identify Bidder's or Bidder's CPM consultant's skilled employees regularly engaged fulltime in project scheduling.
 - c. Identify Bidder's CPM software used to assemble and update CPM schedules.
 - d. Submit sample CPM schedules from previous projects.

15.0 BID PREFERENCE - NRS 338.147

Not Used.

16.0 BIDDERS INTERESTED IN MORE THAN ONE BID

Not Used.

17.0 ASSIGNMENT OF AGREEMENT

No assignment by Successful Bidder of the Agreement to be entered into hereunder or of any part thereof or of funds to be received thereunder by Successful Bidder is permitted unless such assignment has had the prior approval of Owner, and all sureties have been given timely notice of such assignment in writing and have consented thereto in writing. Otherwise, any attempt to assign the Agreement, in whole or in part, shall be null and void.

18.0 EXECUTION OF AGREEMENT

- A. Successful Bidder to whom a Notice of Award is presented shall execute the Agreement provided, shall secure all required insurance, and shall furnish all certificates and Bonds required by the Contract Documents within 10 calendar days after receipt of the Notice of Award from Owner. Failure or refusal to execute the Agreement as herein provided, or to conform to any of the stipulated requirements in connection therewith, shall be just cause for Successful Bidder's forfeiture of the Bid Guaranty to Owner, and the Work may at any time thereafter be advertised again or may be awarded to another Bidder.
- B. Owner will issue the Notice to Proceed (NTP) within 30 days after effective date of the Agreement.

19.0 INSURANCE

Before award of the Contract becomes final, the Successful Bidder to whom the Contract is to be awarded shall furnish satisfactory evidence that the Successful Bidder has secured the insurance as specified in the General Conditions (Document 00 72 00), as amended and supplemented by the Supplementary Conditions (Document 00 73 00) from a responsible insurance company authorized to do business in Nevada, and acknowledge that such insurance shall be maintained in full force and effect at the Successful Bidder's own expense during the life of the Project and through all periods of applicable statutes of limitations and repose. Attention is directed to the General Conditions (Document 00 72 00), as amended and supplemented by the Supplementary Conditions (Document 00 73 00) for insurance requirements, and the requirements for additionally named insured persons.

20.0 ENGINEER'S ESTIMATE OF QUANTITIES

The preliminary estimate of quantities of Work to be done and materials to be furnished as indicated by the unit Bid items are approximately as shown in the Contract Documents and are given as a basis for Owner's comparison of Bids. Owner does not expressly, or by implication, warrant that the actual amount of Work will correspond with the estimate, but reserves the right to increase or decrease the quantity of any item or portion of the Work or to omit portions of the Work at the unit or lump sum prices stated in the Bid Form as may be deemed necessary or expedient by Owner. Bidders shall not at any time after the submittal of their Bids have any claim for damages as a result of lowering of anticipated profits or the loss of profits because of any difference between the quantities of Work actually done and those stated in the Bid Schedule (Document 00 41 05).

21.0 COMPLETION OF BID SCHEDULES

- A. Bidder must complete the Bid Schedule (Document 00 41 05), which shall include all of the Work. An explanation of the Work included in the various Bid items is provided in Section 01 20 05, Measurement and Payment. The Total Bid Price, as depicted in Section 00 41 05 Bid Schedule, and among other criteria, will be used in determining which Bid is the lowest submitted to Owner.
- B. Each Bid item should be priced to be consistent with its pro rata share of the cost, overhead, and profit associated with the Work.

22.0 EXAMINATION OF SITE

Bidder must satisfy themselves as to the accuracy of the estimate of the quantities of the Work to be done by personal examination of the location of the proposed Work, and by examination of the Contract Documents and requirements of the Work. After submitting a Bid, Bidder shall not dispute or complain of such estimate, nor claim that there was any misunderstanding in regard to the nature or amount of Work to be done.

23.0 ACCESS, INSPECTION, AND AUDIT

Representatives of Owner shall have access to the Work whenever it is in preparation or progress and Bidder shall include in the Total Bid Price all costs

required to provide proper facilities for such access and inspection by Owner. Bidder shall include in the Total Bid Price all costs required to provide Owner or any authorized representative thereof access to any books, documents, papers, and records which are pertinent to the Project for the purpose of making audit, examination, excerpts, or other use thereof.

24.0 PRE-BID CONFERENCE

Not Used.

25.0 TIME OF COMPLETION AND LIQUIDATED DAMAGES

Bidder's attention is specifically called to the contract time and liquidated damages amount provisions in the Agreement (Document 00 52 00).

26.0 DELIVERY OF BIDS

Not Used.

27.0 HISTORIC PRESERVATION AND ARCHEOLOGY

Bidder shall include in the Total Bid Price all costs required to comply with NRS Chapter 383.

28.0 "OR EQUAL" CLAUSE

As provided in NRS 338.140 and Section 01 25 00, Or Equal Procedures, where an "or equal" item is permitted, Successful Bidder shall submit a complete list of "or equal" items for which the Successful Bidder will propose a substitution.

29.0 FAIR EMPLOYMENT PRACTICES

In connection with the performance of Work under this Contract, the Successful Bidder agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, gender identity or expression, or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation, apprenticeship. The Successful Bidder further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

A. Any violation of such provision by Successful Bidder shall constitute a material breach of contract and may be designated non-responsible as to all future contract offerings by Owner.

30.0 PREFERENTIAL EMPLOYMENT

A. In accordance with NRS 338.130 where persons are employed in the construction of public works, the Successful Bidder shall give preference, the qualifications of applicants being equal:

1. First: To persons who have been honorably discharged from the Army, Navy, Air Force, Marine Corps, or Coast Guard of the United

States, a reserve unit thereof or the National Guard; and who are citizens of the State of Nevada.

2. Second: To other citizens of the State of Nevada.

B. Successful Bidder shall be in breach and default of the Agreement for Successful Bidder's failure or refusal to comply with any of the provisions of NRS 338.130, and Owner may elect to terminate the Agreement for cause.

31.0 SUBCONTRACTOR LISTING - NRS 338.141

Each Bid must comply with NRS 338.141.

32.0 INFORMATION SYSTEM IMMUNITY PROVISION

Owner, its officers, and employees are immune from any liability for any breach of the Agreement that is caused by an incorrect date being produced, calculated, or generated by a computer or other information system that is owned or operated by any of those persons, regardless of the cause of the error.

33.0 BID PROTESTS

Not Used.

34.0 ITEMS FOR SUBMISSION WITH THE BID

A. Bids shall contain the following completed forms:

1. Bid Form (Document 00 41 00).
2. Bid Schedule (Document 00 41 05).
3. Not Used.
4. Designation of 5 Percent Subcontractors (Document 00 43 37).
5. Non-Collusion Affidavit (Document 00 45 19).
6. Disclosure of Ownership (Document 00 45 45).
7. Not Used.
8. Bidder/Contractor Project Workforce Checklist (Document 00 47 00).

B. Bidder must confirm that:

1. In the Bid Schedule (Document 00 41 05), Subtotals and item amounts correctly sum to the amounts shown in the "Price" columns, i.e., there are no mathematical errors.
2. The Bid Form (Document 00 41 00) is signed and dated.
3. Not Used.

END OF DOCUMENT

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19002 – FWRC DEMOLITION OF
RETIRED FACILITIES
BID DOCUMENTS

INSTRUCTIONS TO BIDDERS
00 21 13 - 12
Master Rev. 09/30/2021

BID FORM

FWRC DEMOLITION OF RETIRED FACILITIES
PROJECT NO. 19002
PWP NO. CL-2022-43

To: Clark County Water Reclamation District
5857 East Flamingo Road
Las Vegas, Nevada 89122

Name of Bidder:

J.A. TIBERTI CONSTRUCTION Co., Inc.

Business Address:

1806 INDUSTRIAL RD.
LAS VEGAS, NV 89102

Contact Name:

JOE HARTON

Telephone Number:

702-382-7071

Fax Number:

702-382-5361

The site of the Work to be constructed and referred to herein is in the County of Clark, State of Nevada.

The Work shall be done in accordance with the Contract Documents entitled

- Volume 1 Bidding and Contracting Requirements
- Volume 2 Specifications
- Volume 3 Specifications
- Volume 4 Drawings

TO THE BOARD OF TRUSTEES OF THE CLARK COUNTY WATER RECLAMATION DISTRICT:

Pursuant to and in compliance with your notice inviting sealed Bids and the other documents relating thereto, the undersigned Bidder, having become familiarized with the terms of the Contract Documents, local and Site conditions affecting the performance of the Work, and the cost of the Work at the place where the Work is to be done, hereby proposes and agrees to perform within the time stipulated in the Contract Documents, including all of its component parts and everything required to be performed, and to provide and furnish any and all of the labor, material, tools, expendable equipment, and all utility and transportation, and services necessary to perform the Work and complete in a workmanlike manner, to the satisfaction of all Contract Document requirements and those requirements inferable therefrom, all of the Work required in connection with the construction of the FWRC

DEMOLITION OF RETIRED FACILITIES for the Clark County Water Reclamation District ("Owner"), all in strict conformity with the Contract Documents including all Addenda issued by Owner prior to the Bid Submission Deadline and for the prices hereinafter set forth.

The undersigned, as Bidder, declares that the only persons or parties interested in this Bid as principals are those named herein; that this Bid is made without collusion with any person, firm, or corporation; and the Bidder proposes and agrees, if this Bid is accepted, to execute the Agreement (Document 00 52 00) with Owner substantially in the form of the Agreement set forth in the Contract Documents, and to accept in full payment thereof the unit and lump sum prices described in the Bid Schedule (Document 00 41 05).

Number of years as a Contractor in construction work of this type: 72

Bidder certifies that Bidder participated in the mandatory visit to, and properly and fully examined, the Site (s) of the proposed Work, and further certifies that Bidder has examined the Contract Documents and requirements of the Work, and has thereby satisfied itself of the accuracy of the estimate of the scope, quality, and amount of the Work to be done and the materials and time needed to complete the Work. Bidder further hereby represents and warrants that it has reviewed the Contract Documents, including the Drawings and Specifications, for any inconsistencies and/or inaccuracies and has either noted none to exist or has properly notified Owner of any such inconsistencies and/or inaccuracies. Bidder irrevocably waives its rights to complain of such estimate(s) and to assert that there was any misunderstanding in regard to the nature, scope, quality, or amount of Work to be done and the materials and time needed to complete the Work. Person who inspected Site of proposed Work for Bidder, for whom Bidder acknowledges such person's ability to fully and properly perform such Site visit on behalf of Bidder for those purposes described above:

Name Joe Hutton Date of Inspection 4-4-22

Bidder shall designate all Addenda received here (if any).

Addenda Nos. , , . Failure to acknowledge Addenda shall render the Bid non-responsive and shall be cause for its rejection. Copies of Addenda do not have to be submitted with the Bid.

ACCOMPANYING THIS BID IS Bidder's Bond (Insert the words "cash," "bidder's bond," or "certified check," as the case may be, in an amount equal to at least 10 percent of the total of the Bid), payable to the "CLARK COUNTY WATER RECLAMATION DISTRICT."

The undersigned deposits the above-named security as the Bid Guarantee and agrees that it shall be forfeited to Owner in case this proposal is accepted by Owner, and the undersigned fails to contract as aforesaid. The undersigned agrees to give the required bonds in the form set forth in the Contract Documents in the sums to be determined as

aforsaid, with surety satisfactory to Owner within ten (10) days (not including Saturdays, Sundays, and holidays observed by Owner) after the Successful Bidder has received notice from Owner that the Agreement is ready for signature, otherwise said security shall be returned to Bidder at Bidder's request.

Bidder agrees that Bidder will not withdraw its Bid for a period of 90 days, starting the day after the Bid Submission Deadline.

Bidder is a COOPERATION (Type of business entity, e.g., corporation, partnership, individual) organized under the laws of the State of NEVADA

Nevada Contractor's License No. 0004632 Expiration Date

Classification AB Monetary Limit
UNLIMITED

Business License: [662-09068 3000005756] Clark County – No. _____

IMPORTANT NOTICE - If Bidder is a corporation, Bidder must identify the legal name of the corporation and the names of the president, secretary, and treasurer below. If Bidder is a partnership, Bidder must identify the names of all individual partners composing the firm. If Bidder is a special partnership, Bidder must identify the names of the general partners and special partners. If Bidder is an individual, Bidder must state the first and last names of the individual in full.

PAUL J. MAFFEY PRESIDENT
(Name and Title, e.g., President, Secretary, Treasurer, Partner, etc.)

MARK C. MAFFEY VICE PRESIDENT
(Name and Title, e.g., President, Secretary, Treasurer, Partner, etc.)

(Name and Title, e.g., President, Secretary, Treasurer, Partner, etc.)

Amount of cash, certified check, cashier's check, or Bidder's Bond attached:

TEN PERCENT OF BID AMOUNT
(Amount in Words) _____
\$ 10%
(Amount in Figures)

aforesaid, with surety satisfactory to Owner within ten (10) days (not including Saturdays, Sundays, and holidays observed by Owner) after the Successful Bidder has received notice from Owner that the Agreement is ready for signature, otherwise said security shall be returned to Bidder at Bidder's request.

Bidder agrees that Bidder will not withdraw its Bid for a period of 90 days, starting the day after the Bid Submission Deadline.

Bidder is a Corporation (type of business entity, e.g., corporation, partnership, individual) organized under the laws of the State of NEVADA

Nevada Contractor's License No. 0004632 Expiration Date

Classification AB Monetary Limit UNLIMITED

Business License: [662-09068] Clark County - No. 3000005756

IMPORTANT NOTICE - If Bidder is a corporation, Bidder must identify the legal name of the corporation and the names of the president, secretary, and treasurer below. If Bidder is a partnership, Bidder must identify the names of all individual partners composing the firm. If Bidder is a special partnership, Bidder must identify the names of the general partners and special partners. If Bidder is an individual, Bidder must state the first and last names of the individual in full.

PAUL J. MAFFEY PRESIDENT
(Name and Title, e.g., President, Secretary, Treasurer, Partner, etc.)

MARK C. MAFFEY VICE PRESIDENT
(Name and Title, e.g., President, Secretary, Treasurer, Partner, etc.)

(Name and Title, e.g., President, Secretary, Treasurer, Partner, etc.)

Amount of cash, certified check, cashier's check, or Bidder's Bond attached:

TEN PERCENT OF BID AMOUNT
(Amount in Words) _____

_____ \$ 10%
(Amount in Figures)

If the Bidder is awarded the Contract based on this proposal, the following surety or sureties will provide the (1) Faithful Performance Bond, (2) Labor and Material Bond, and (3) Guaranty Bond listed below:

1. FAITHFUL PERFORMANCE BOND:	
SURETY NAME:	SURETY PHONE NO: (Office number)
TRAVELERS CASUALTY & SURETY CO. AMERICA (860) 227-1111	
SURETY ADDRESS:	
3365D 6th AVENUE, SUITE 200 FEDERAL WAY, WA 98003	

2. LABOR AND MATERIAL BOND:	
SURETY NAME:	SURETY PHONE NO: (Office number)
SAME	
SURETY ADDRESS:	

3. GUARANTY BOND:	
SURETY NAME:	SURETY PHONE NO: (Office number)
SAME	
SURETY ADDRESS:	

EXPERIENCE

To be considered for Award, the Bidder must identify below three (3) projects of comparable type, size, scope, and complexity which Bidder completed within the past five (5) years. (OWNER PROJECTS DO NOT NEED CONTACT NAME AND PHONE NUMBER LISTED.)

1. PROJECT NAME:	DATE COMPLETED:
CEVED-716 FALCONS 3+4	2018
OWNER NAME:	OWNER ADDRESS:
CLAW COUNTY WASTE DEMOLITION	5800 E. FURNMUND
CONTACT PERSON:	CONTACT PHONE NO: (Office and cell number)
HERO, WALTER	702-668-8186
CONTRACT AMOUNT:	TYPE OF PROJECT:
\$ 90MM	CLAW - WASTE WASTER

2. PROJECT NAME: CEWD-19005 ER1	DATE COMPLETED: 2022
OWNER NAME: Clark County Water Reclamation	OWNER ADDRESS 5800 East Foothills
CONTACT PERSON: Sybil Compton	CONTACT PHONE NO: (Office and cell number) (702) 668-8149
CONTRACT AMOUNT: \$6MM	TYPE OF PROJECT: CML - WASTEWATER DEMO

3. PROJECT NAME: Summerland Reservoir	DATE COMPLETED: 2019
OWNER NAME: Las Vegas Valley Water Dist	OWNER ADDRESS 1001 E. CHARLESTON
CONTACT PERSON: Shannon O'ND	CONTACT PHONE NO: (Office and cell number) 702-275-3151
CONTRACT AMOUNT: \$15MM	TYPE OF PROJECT: 2020 Concrete Reservoir PSM

The undersigned Bidder has reviewed and agrees to all terms and conditions set forth above and elsewhere in the Contract Documents.

J.A.T. GENTI Construction Co., Inc.
(Bidder)

By: 
(Signature)

PAUL J. MAFFEY
(Printed Name)

PRESIDENT
(Title)

05-19-22
(Date)

END OF DOCUMENT

DOCUMENT 00 41 05

BID SCHEDULE

FWRC DEMOLITION OF RETIRED FACILITIES

**PROJECT NO. 19002
PWP NO. CL-2022-43**

The Total Bid Price on the Bid Schedule shall be full and complete compensation for all the Work specified and shown in the Contract Documents. A general description of the Work is provided for each Bid item in Section 01 20 05, Measurement and Payment. Items of Work not specifically named or otherwise described in this schedule shall nevertheless be considered a part of the Work on the Project and the costs associated with such Work shall be considered included in the Bidder's Bid.

The quantities shown for unit price items are estimated and included for evaluating Bids. Owner is not obligated to use the total quantities or any quantity of the unit price or lump sum Bid items listed below. Owner may request deletion of all or any portion of the quantities estimated in the respective Bid Items and Bidder shall not be entitled to payment for these items unless specifically authorized in writing from the Owner. Bidder agrees to make no claim for damages, anticipated profits, or additional compensation of any kind on account of any difference between the amounts of Work actually performed and materials actually furnished and the estimated amounts thereof. Payment will be based on actual quantities of unit price items furnished and installed, complete as specified and shown, in full conformance with the Contract Documents.

The Bidder represents and agrees that the lump sum and unit cost prices it provides to Owner in its Bid represent a true measure of the labor, materials, and all other costs required to perform the Work, including all allowances for overhead and profit for each type and unit of Work called for in these Contract Documents.

The bid amounts on this Bid Schedule shall consist of the Bid Price for each item. The Bid Price for the unit priced Bid items are determined by multiplying the unit prices by the estimated quantities. The Bid Price for the lump sum Bid items shall be the lump sum Bid Price. The Total Bid Price shall be the summation of all the Bid Prices for the unit priced items and lump sum items.

**BID ITEMS
PROJECT NO. 19002**

LUMP SUM BID ITEMS

Item No.	Item Description	Price (Rounded to nearest dollar)
1.	Total Price for Cash Allowance for Undefined Work as described in Section 01 20 05, Measurement and Payment.	\$ <u>3,500,000</u>
2.	Work Area 01 – Thickeners and Associated Pump Station	\$ <u>5,110,815</u>
3.	Work Area 02 – Lime Silos and Chemical Storage and Feed Building	\$ <u>5,098,305</u>
4.	Work Area 03 – Inlet Works and Alum Rapid Mix and Flocculation	\$ <u>3,244,776</u>
5.	Work Area 04 – Utility Tunnel and Effluent Channel	\$ <u>1,474,313</u>
6.	Work Area 05 – Tertiary Treatment Clarifiers 1-4 and Pump Station	\$ <u>5,432,436</u>
7.	Work Area 06 – Tertiary Treatment Clarifiers 5-8 and Pump Station	\$ <u>5,444,953</u>
8.	Work Area 07 – Media Bed Gravity Filters	\$ <u>7,386,364</u>
9.	Work Area 08 – Waste Wash Water Tanks and Waste Backwash Pumps	\$ <u>1,245,068</u>
10.	Work Area 09 – Sulfur Dioxide Facility and Low Pressure Pump Station	\$ <u>442,470</u>
11.	Work Area 10 – UV Disinfection Complex	\$ <u>3,668,614</u>
12.	Work Area 12 – Backwash Storage Tank	\$ <u>563,448</u>
13.	UTDR and UT Plansheets	\$ <u>1,638,036</u>
14.	CIDR and CI Plansheets	\$ <u>3,648,583</u>
15.	Temporary Facilities, Construction Access, and Staging	\$ <u>7,346,198</u>
16.	CMAR Fee at 3.50%	\$ <u>1,811,053</u>

UNIT PRICED BID ITEMS					
Item No.	Item Description	Quantity	Unit	Unit Price (Rounded to nearest dollar)	Price (Rounded to nearest dollar)
17.	Site Light Poles	6	EA	\$ 15,000	\$ 90,000

FINAL BID ITEM(S) AND TOTAL PRICE		
Item No.	Item Description	Price (Rounded to the nearest dollar)
18.	TOTAL BID PRICE (Sum of Bid Items 1 through 17)	\$ <u>57,145,432</u>

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19002 – FWRC DEMOLITION OF
RETIRED FACILITIES
BID DOCUMENTS

BID SCHEDULE
00 41 05 - 4
Master Rev. 12/1/2020.

BID BOND

FWRC DEMOLITION OF RETIRED FACILITIES
PROJECT NO. 19002
PWP NO. CL-2022-43

KNOW ALL MEN BY THESE PRESENTS, that we,

J.A. Tibert Construction Company, Inc., as Principal, and
Travelers Casualty and Surety Company of America (a Corporation organized and existing under
the laws of the State of Connecticut _____, and whose principal office is
located in the city of Hartford _____, as Surety, are jointly and severally bound to
the Clark County Water Reclamation District of Clark County, Nevada ("Owner") in the sum
of -----Ten Percent (10%) of the Amount bid in----- DOLLARS (\$), _____, to be paid to
said Owner, for which payment well and truly to be made, we bind ourselves and each of
our heirs, successors, successors in interest, executors, administrators, and assigns, jointly
and severally. The condition of this obligation is such that whereas the Principal has
submitted to the Owner the accompanying Bid.

NOW, THEREFORE,

- a) If the Principal shall (i) not withdraw said Bid within ninety (90) days after the opening of same by Owner, (ii) then within ten (10) days after the Agreement has been presented to him for execution, enter into a written Contract with Owner in accordance with the Bid as accepted, and (iii) give the required Bond with good and sufficient surety, or sureties, the sufficiency of which shall be determined in the Owner's sole and subjective discretion, for the faithful performance and proper guarantee of such Agreement and for the protection of laborers and materialmen; or
- b) If the Principal shall (i) withdraw said Bid within ninety (90) days after the opening of same, (ii) fail to enter into said Agreement and give said Bond within the time specified, and (iii), within thirty (30) days after request by Owner, pay to Owner the difference between the amount specified in said Bid and the amount for which Owner may procure the required Work and/or supplies, if the latter amount be in excess of the former,

then the above obligation shall be void and of no effect. Otherwise the obligation shall remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its Bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed and their respective corporate seals to be affixed and attested by their duly authorized representatives this 19th day of May, 2022.

BIDDER

SURETY

J.A. Tiberiti Construction Company, Inc. _____ (Seal) Travelers Casualty and Surety Company of America (Seal)
Bidder's Name and Corporate Seal Surety's Name and Corporate Seal

By: _____
Signature Paul J. Maffey
Print Name Paul J. Maffey

By: _____
Signature Scott T. Kerestesi
Signature (Attach Power of Attorney)
Print Name Scott T. Kerestesi

_____ Title President
Signature Alexandria De Feather
Print Name Alexandria De Feather
_____ Title Contract Administrator

_____ Title CEO
Signature Matthew D. Cook
Print Name Matthew D. Cook
_____ Title Dir. Risk Management

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19002 – FWRC DEMOLITION OF
RETIRED FACILITIES
BID DOCUMENTS

BID BOND
00 43 15 - 4
Master Rev. 02/29/2018

NOTARIAL ACKNOWLEDGEMENT

State of NEVADA

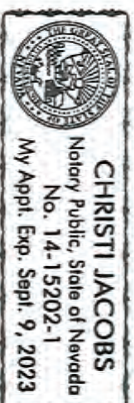
County of CLARK

On the 19th day of May in the year 2022, before me personally appeared SCOTT T. KERESTESI known to me to be the ATTORNEY-IN-FACT of the TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, known to me to be the person who executed the within Instrument, on behalf of the Corporation, therein names, and acknowledged to me that such Corporation executed the same.

Christi Jacobs

Christi Jacobs

My commission expires 09/09/2023





**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Scott T Keresteski of Las Vegas, Nevada**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut
City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I herunto set my hand and official seal:

My Commission expires the 30th day of June, 2021




Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking; and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her, and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary, and it is

FURTHER RESOLVED that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary, or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority, and it is

FURTHER RESOLVED that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 18th day of May, 2022.




Kevin E. Hughes, Assistant Secretary

*To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.*

DESIGNATION OF SUBCONTRACTORS

FWRC DEMOLITION OF RETIRED FACILITIES

PROJECT NO. 19002

PWP NO. CL-2022-43

1.0 BIDDING PROCEDURE

- A. NRS 338.141 provides that Bids shall include certain information concerning Bidder's Subcontractors and requirements for substitution of named Subcontractors.
- B. Bidder shall be bound by and strictly comply with NRS 338.141.

2.0 SUBCONTRACTOR INFORMATION

- A. Each Bidder shall provide the Designation of Five-Percent Subcontractors (Document 00 43 37) with the submission of their Bid. The form must have the spaces filled in for each Subcontractor who will provide labor or a portion of the Work or improvement to the Bidder for which the Subcontractor will be paid an amount exceeding five percent (5%) of the Bidder's Total Bid Price.
- B. Within two (2) hours after the completion of the opening of the Bids, the Bidders who submitted the three (3) lowest Bids must submit the Designation of One-Percent Subcontractors (Document 00 43 38), which includes a list of the names and license numbers of each Subcontractor who will provide labor or a portion of the Work or improvement to Bidder for which the Subcontractor will be paid (a) an amount exceeding \$250,000.00, and (b) in excess of one percent (1%) of the Bidder's Total Bid Price or \$50,000.00, whichever is greater. The list must include those already listed on the Designation of Five- Percent Subcontractors (Document 00 43 37). If a Bidder fails to submit such a list within the required time, its Bid shall be deemed non-responsive.
- C. Each Bid must include a description of the portion of the Work or improvement that each Subcontractor named in the Bid will complete. If no Subcontractors are listed, the Bidder must still submit the list and indicate why no Subcontractors are listed.

If Bidder will be self-performing Work on the Project, Bidder shall include its name on the Designation of Five-Percent Subcontractors (Document 00 43 37) and Designation of One-Percent Subcontractors (Document 00 43 38) to the extent the Work falls within those categories.

D. Bidder agrees to assume responsibility for the acts or omissions of any and all Subcontractors and of persons either directly or indirectly employed by them, to the same extent Bidder is responsible for the acts or omissions of persons directly employed by the Bidder. Nothing contained in the Contract Documents shall create any contractual or other agency relationship between any Subcontractor and the Owner.

E. Owner reserves the right to require copies of any or all contracts that the Successful Bidder may have with any Subcontractor.

IMPORTANT NOTE

COMMON INFORMATION PROVIDED IN DESIGNATION OF FIVE-PERCENT SUBCONTRACTORS (DOCUMENT 00 43 37) AND DESIGNATION OF ONE-PERCENT SUBCONTRACTORS (DOCUMENT 00 43 38) MUST MATCH. IN THE EVENT OF A DISCREPANCY BETWEEN DESIGNATION OF FIVE-PERCENT SUBCONTRACTORS (DOCUMENT 00 43 37) AND DESIGNATION OF ONE-PERCENT SUBCONTRACTORS (DOCUMENT 00 43 38), DESIGNATION OF FIVE-PERCENT SUBCONTRACTORS (DOCUMENT 00 43 37) SUBMITTED WITH THE BID AT THE BID SUBMISSION DEADLINE WILL GOVERN. DESIGNATION OF FIVE-PERCENT SUBCONTRACTORS (DOCUMENT 00 43 37) MUST BE RETURNED COMPLETELY FILLED OUT, WHETHER OR NOT ANY SUBCONTRACTORS ARE LISTED. IF NO SUBCONTRACTORS ARE LISTED, BIDDER MUST CHECK THE APPROPRIATE BOX AND SIGN.

END OF DOCUMENT

DESIGNATION OF FIVE-PERCENT SUBCONTRACTORS

FWRC DEMOLITION OF RETIRED FACILITIES
PROJECT NO. 19002
PWP NO. CL-2022-43

Bidder shall submit this form, which includes pages 1 through 2, to the Clark County Water Reclamation District with its Bid.

If applicable, Bidder shall include its name on this form and include a description of self-performed work.

I AM NOT USING SUBCONTRACTORS THAT WILL BE PAID AN AMOUNT EXCEEDING FIVE PERCENT (5%) OF THE TOTAL BID.

BIDDER NAME (if applicable): J.A.T. BERRY Construction Co., Inc.

NEVADA STATE CONTRACTOR'S LICENSE NO: 0004632

DESCRIPTION OF SELF-PERFORMED WORK: ALL WORK IN EXCESS OF 5% NOT LISTED BELOW

SUBCONTRACTOR NAME: URS Nevada Public Collection

NEVADA STATE CONTRACTOR'S LICENSE NO: 0005507

DESCRIPTION OF WORK: Concrete Demolition and Site Restoration

SUBCONTRACTOR NAME: AJA Construction Services

NEVADA STATE CONTRACTOR'S LICENSE NO: 0037865A

DESCRIPTION OF WORK: GENERAL LABOR

SUBCONTRACTOR NAME: _____

NEVADA STATE CONTRACTOR'S LICENSE NO: _____

DESCRIPTION OF WORK: _____

SUBCONTRACTOR NAME: _____
NEVADA STATE CONTRACTOR'S LICENSE NO: _____
DESCRIPTION OF WORK: _____

SUBCONTRACTOR NAME: _____
NEVADA STATE CONTRACTOR'S LICENSE NO: _____
DESCRIPTION OF WORK: _____

SUBCONTRACTOR NAME: _____
NEVADA STATE CONTRACTOR'S LICENSE NO: _____
DESCRIPTION OF WORK: _____

SUBCONTRACTOR NAME: _____
NEVADA STATE CONTRACTOR'S LICENSE NO: _____
DESCRIPTION OF WORK: _____

SUBCONTRACTOR NAME: _____
NEVADA STATE CONTRACTOR'S LICENSE NO: _____
DESCRIPTION OF WORK: _____

SUBCONTRACTOR NAME: _____
NEVADA STATE CONTRACTOR'S LICENSE NO: _____
DESCRIPTION OF WORK: _____

SUBCONTRACTOR NAME: _____
NEVADA STATE CONTRACTOR'S LICENSE NO: _____
DESCRIPTION OF WORK: _____

Please use and attach photocopies of this form, if additional spaces are required.

DATED: 5-19-22

SUBMITTED BY:

PAUL J. MARREN
Printed Name


Authorized Signature

END OF DOCUMENT

19002 – FWRC DEMOLITION OF
RETIRED FACILITIES
BID DOCUMENTS

DESIGNATION OF FIVE-PERCENT
SUBCONTRACTORS

00 43 37 - 3

Master Rev 8/29/2018

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19002 – FWRC DEMOLITION OF
RETIRED FACILITIES
BID DOCUMENTS

DESIGNATION OF FIVE-PERCENT
SUBCONTRACTORS

00 43 37 - 4
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DESIGNATION OF ONE-PERCENT SUBCONTRACTORS

FWRC DEMOLITION OF RETIRED FACILITIES

PROJECT NO. 19002

PWP NO. CL-2022-43

Note: The three (3) lowest Bidders shall submit this form, which includes pages 1 through 2, to the Clark County Water Reclamation District within two (2) hours after the opening of the Bids.

If applicable, Bidder shall include its name on this form and include a description of self-performed work. SUBCONTRACTORS LISTED ON DESIGNATION OF FIVE-PERCENT SUBCONTRACTORS (DOCUMENT 00 43 37), MUST ALSO BE LISTED ON THIS FORM.

The undersigned certifies that Bidder has used the bids of the following licensed Subcontractors that will be paid an amount exceeding \$250,000.00, and bids which will exceed one percent (1%) of the Total Bid Price, or \$50,000.00, whichever is greater.

- I AM NOT USING SUBCONTRACTORS THAT WILL BE PAID AN AMOUNT EXCEEDING \$250,000.00.
- I AM NOT USING SUBCONTRACTORS THAT WILL BE PAID AN AMOUNT EXCEEDING ONE PERCENT (1%) OF THE TOTAL BID AMOUNT OR \$50,000.00, WHICHEVER IS GREATER.

BIDDER NAME (if applicable): <u>J.A.T. BERTI</u> NEVADA STATE CONTRACTOR'S LICENSE NO: <u>Construction Co., Inc.</u> DESCRIPTION OF SELF-PERFORMED WORK: <u>All work in excess of 1% not listed Below</u>
SUBCONTRACTOR NAME: <u>Las Vegas Paving Corporation</u> NEVADA STATE CONTRACTOR'S LICENSE NO: <u>0005507</u> DESCRIPTION OF WORK: <u>Concrete Demolition & Site Restoration</u>

SUBCONTRACTOR NAME: AAA Construction Services
NEVADA STATE CONTRACTOR'S LICENSE NO: 0037865A
DESCRIPTION OF WORK: GENERAL LABOR

SUBCONTRACTOR NAME: BARDWIN Demolition
NEVADA STATE CONTRACTOR'S LICENSE NO: 0069695
DESCRIPTION OF WORK: SELECTIVE BUILDING DEMO + ABATEMENT

SUBCONTRACTOR NAME: INDUSTRIAL Power Corporation
NEVADA STATE CONTRACTOR'S LICENSE NO: 0058282
DESCRIPTION OF WORK: ELECTRICAL TERMINATIONS

SUBCONTRACTOR NAME: _____
NEVADA STATE CONTRACTOR'S LICENSE NO: _____
DESCRIPTION OF WORK: _____

SUBCONTRACTOR NAME: _____
NEVADA STATE CONTRACTOR'S LICENSE NO: _____
DESCRIPTION OF WORK: _____

Please use and attach photocopies of this form, if additional spaces are required.

SUBMITTED BY:

PAUL J. MARTEN Printed Name
Paul J. Marten Authorized Signature

END OF DOCUMENT

NON-COLLUSION AFFIDAVIT

FWRC DEMOLITION OF RETIRED FACILITIES
PROJECT NO. 19002
PWP NO. CL-2022-43

This Affidavit shall be fully executed

STATE OF NEVADA)
COUNTY OF CUNEX) ss

Paul J. Maffey

affiant,

the President

President, Secretary, Manager, Owner, or Authorized Representative

of J.A.T. BERTI Construction Co., Inc.
Name of Company or Corporation or Owner

the person, corporation, or company who submits the accompanying Bid (the "Bidder"),
having first been duly sworn, deposes and says:

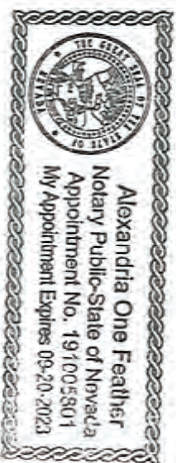
That the Bid is genuine, and not a sham or collusive in nature in any way, nor made in the
interest or on behalf of any person not herein named, and that Bidder has not directly or
indirectly induced or solicited any other bidder on the above-described Project to put in a
sham Bid or any other person, firm, or corporation to refrain from bidding, and that Bidder
has not in any manner sought by collusion to secure for itself an advantage over any other
bidder on the above-mentioned Project.

Paul Maffey President
Signature (President, Secretary, Manager, Owner, or Authorized
Representative)

Subscribed and sworn to before me this

19th day of MAY, 20 22

Signature of Notary Public



END OF DOCUMENT

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19002 – FWRC DEMOLITION OF
RETIRED FACILITIES
BID DOCUMENTS

NON-COLLUSION AFFIDAVIT
00 45 19 - 2
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DISCLOSURE OF OWNERSHIP/PRINCIPALS

FWRC DEMOLITION OF RETIRED FACILITIES
PROJECT NO. 19002
PWP NO. CL-2022-43

INSTRUCTIONS FOR COMPLETING THIS DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

Purpose of the Form

The purpose of the Disclosure of Ownership/Principals Form attached hereto (the "Form") is to gather ownership information pertaining to the Bidder as a business entity to allow the Board of Trustees ("BOT") to determine whether members of the BOT should exclude themselves from voting on agenda items where they have, or may be perceived as having a conflict of interest, and to determine compliance with Nevada Revised Statute 281A.430, which prohibits the entering of contracts in which a public officer or employee has an interest.

General Instructions

Completion and submission of this Form is a condition of award, approval, or renewal of a contract or lease and/or release of monetary funding between the disclosing entity and Owner. Failure to submit the information requested in this Form may result in a refusal by the BOT to enter into an agreement/contract and/or release monetary funding to such disclosing entity.

Detailed Instructions

All sections of this Form must be completed. If not applicable, write in N/A.

Business Entity Type – Indicate if the entity is an Individual, Partnership, Limited Liability Company, Corporation, Trust, Non-profit Organization, or Other. When selecting 'Other', provide a description of the legal entity. Non-profit organization includes a non-profit corporation, group, or association.

Business Designation Group – Indicate if the entity is a Minority Owned Business Enterprise ("MBE"), Women-Owned Business Enterprise ("WBE"), Small Business Enterprise ("SBE"), Physically-Challenged Business Enterprise ("PBE"), Veteran Owned Business ("VET"), Disabled Veteran Owned Business ("DVET"), or Emerging Small Business ("ESB"). This is needed in order to provide utilization statistics to the Legislative Council Bureau, and will be used only for such purpose.

- **Minority Owned Business Enterprise ("MBE"):**
An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American or Native American ethnicity.
- **Women Owned Business Enterprise ("WBE"):**
An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more women.
- **Physically-Challenged Business Enterprise ("PBE"):**
An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.

- **Small Business Enterprise ("SBE"):**
An independent and continuing business for profit which performs a commercially useful function, is not owned and controlled by individuals designated as minority, women, veteran, disabled veteran, or physically-challenged, and where gross annual sales does not exceed \$2,000,000.
- **Veteran Owned Business Enterprise ("VET"):**
An independent and continuing Nevada business for profit which performs a commercially useful function and is at least 51 percent owned and controlled by one or more U.W. Veterans.
- **Disabled Veteran Owned Business Enterprise ("DVET"):**
A Nevada business at least 51 percent owned/controlled by a disabled veteran.
- **Emerging Small Business ("ESB"):**
Certified by the Nevada's Governor's Office of Economic Development effective January, 2014. Approved into Nevada law during the 77th Legislative session as a result of AB294.

Number of Clark County Nevada Residents employed by this firm. (Do not leave blank - if none or zero, put the number 0 in the space provided),

Business/Trade/Fictitious Name – List the legal name of the business entity and the entity's trade, fictitious, or "doing business as" ("dba") name, if applicable.

Corporate/Business Address, Business Telephone, Business Fax, and Email – Enter the street address, telephone and fax numbers, and email of the named business entity.

Nevada Local Business Address, Local Business Telephone, Local Business Fax, and Email – If the entity's main office is out-of-state, but it conducts business in Nevada from a location in Nevada, enter the Nevada street address, telephone and fax numbers, point of contact and email of the local office. Please note that the local address must be an address from which the business is operating. Please do not include a P.O. Box number, unless required by the U.S. Postal Service, or a business license hanging address.

List of Owners/Officers – Include the full name, title and percentage of ownership of each person who has ownership or financial interest in the business entity. If the business is a publicly-traded corporation or non-profit organization, list all corporate officers and directors only.

For All Contracts – (Not required for publicly-traded corporations)

- 1) Indicate if any individual members, partners, owners or principals of the business entity are a Clark County full-time employee(s), or appointed/elected official(s). If yes, the following paragraph applies.

Pursuant to NRS § 281A.430(1), a public officer or employee shall not bid on or enter into a contract between a government agency and any private business in which he has a significant financial interest, except as provided for in subsections (2), (3), and (4) of NRS § 281A.430.

Note: A professional service is defined as a business entity that offers business/financial consulting, legal, physician, architect, engineer or other professional services.

2) Indicate if any individual members, partners, owners or principals of the business entity have a second degree of consanguinity or affinity relation to a Clark County full-time employee(s), or appointed/elected official(s) (definition on last page of Form). If **YES**, disclose the relationship(S) on the last page of the Form. For purposes of this Form, Clark County is comprised of the following government entities: Clark County, Clark County Detention Center, Department of Aviation, and Clark County Water Reclamation District. Note: The Department of Aviation includes all of the General Aviation Airports (McCarran, Henderson, North Las Vegas, and Jean).

Signature and Print Name – Requires signature of an authorized representative and the date of signature.

Disclosure of Relationships (last page of Form) – If any individual members, partners, owners or principals of the business entity is presently a Clark County employee, public officer or official, or has a second degree of consanguinity or affinity relationship to a Clark County employee, public officer or official, this section must be completed in its entirety.

Business Entity Type									
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other			
Business Designation Group									
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB			
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business			
Number of Clark County Nevada Residents Employed: 30									
Corporate/Business Entity Name:					J.A. T. BERTI CONSTRUCTION CO., Inc.				
(Include d.b.a., if applicable)									
Street Address:					1806 INDUSTRIAL RD.				
City, State and Zip Code:					LAS VEGAS, NV 89102				
Telephone No.:					702.382-7071				
Nevada Local Street Address: (if different from above)					SAME				
City, State and Zip Code:									
Local Telephone No.:									
Local POC Name					Local POC Name				
Email:					Email:				

List of Owners/Officers:

All entities, with the exception of publicly-traded and non-profit organizations, must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board.

Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use transactions, extends to the applicant and the landowner(s).

"Entities" include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned
RENARDO T. BERTI	OWNER	25%
MARIO T. BERTI	OWNER	25%
AUBRA MAFFEI	OWNER	25%
LAURA T. BERTI	OWNER	25%

(Not required for Publicly Traded Corporations/Non-profit organizations)

This section is not required for publicly-traded corporations.

- Are any individual members, partners, owners or principals, involved in the business entity, a Clark County, University Medical Center, Department of Aviation, or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?
 - Yes
 - No

(If yes, please note that County employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)

2. Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a Clark County, Clark County Detention Center, Department of Aviation, or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?

Yes No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

Signature Paul J. Maffey
Paul J. Maffey

Print Name PAUL J. MAFFEY
 Date 5-19-22

List any disclosures of relationships below:
 (Mark N/A if not applicable)

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF COUNTY* EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO COUNTY* EMPLOYEE/OFFICIAL	COUNTY* EMPLOYEE/OFFICIAL'S DEPARTMENT
N/A			

* County employee means Clark County, Department of Aviation, Clark County Detention Center, or Clark County Water Reclamation District.

"Consanguinity" is a relationship by blood. "Affinity" is a relationship by marriage.

"To the second degree of consanguinity" applies to the candidate's first and second degree of blood relatives as follows:

- Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)
- Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

For County Use Only:

If any Disclosures of Relationship is noted above, please complete the following:

- Yes No Is the County employee(s) noted above involved in the contracting/selection process for this particular agenda item?
- Yes No Is the County employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

Signature _____

Print Name _____
Authorized Department Representative

END OF DOCUMENT

19002 – FWRC DEMOLITION OF
RETIRED FACILITIES
BID DOCUMENTS

DISCLOSURE OF
OWNERSHIP/PRINCIPALS
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BIDDER/CONTRACTOR PROJECT WORKFORCE CHECKLIST

FWRC DEMOLITION OF RETIRED FACILITIES
PROJECT NO. 19002
PWP NO. CL-2022-43

Pursuant to NRS 338.01165, Bidder shall submit this form, which includes pages 1 through 2, to the Clark County Water Reclamation District with its Bid.

BIDDER/CONTRACTOR COMPANY NAME:

J.A. TARRANT CONSTRUCTION CO., INC.

Craft/Trade	More than 3 Employees Anticipated?	Anticipate Needing Waiver?
Boilermaker	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Bricklayer , can also include Tile Setter, Terrazzo Worker, and Marble Mason.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Carpenter , can also include Cement Mason, Floor Coverer, Millwright and Piledriver (non-equipment), Plasterer, and Terrazzo Worker.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Electrician , includes Communication Technician, Line, Neon Sign, and Wireman. Can also include Alarm Installer.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Elevator Constructor	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Glazier (see also Painter and Allied Trades)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Hod Carrier , includes Brick Mason and Plasterer Tender.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Iron Worker , can also include Fence Erector (steel/iron)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Laborer , can also include Fence Erector (non-steel/iron), Flagperson, Highway Stripper, and Traffic Barrier Erector	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Mason , can also include Cement Mason, Plasterer, Tile Setter, Terrazzo Worker, and Marble Mason	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Mechanical Insulator	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Operating Engineer , can also include Equipment Greaser, Piledriver, Field Soils and Material Tester, Steel Fabricator/Erector (equipment) Surveyor (non-licensed), and Well Driller.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Painter and Allied Trades , can also include Glazier, Floor Coverer, and Taper.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Plumber/Pipefitter	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>

Refrigeration	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Roofer (not sheet metal)	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Sheet Metal Worker , can also include Air Balance Technician.	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Sprinkler Fitter	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Truck Driver*	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>		
Well Driller (see also Operating Engineer)	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

* Waiver not required per AO-2020-01

I affirm I am fully authorized to sign on behalf of the Bidder/Contractor listed above, and that the information provided is true and correct to the best of my knowledge. Additionally, I acknowledge any changes to the anticipated workforce, which may have an impact on compliance with NRS 338.01165, will require the submittal of a revised form within ten (10) calendar days of the change.

PAUL J. MAFFEI
(Print Bidder/Contractor Representative's Name)

PRESIDENT
(Print Bidder/Contractor Representative's Title)

Paul J. Maffei
(Bidder/Contractor Representative's Signature)

5-19-22
(Date Signed)

END OF DOCUMENT

SUBCONTRACTOR PROJECT WORKFORCE CHECKLIST

FWRC DEMOLITION OF RETIRED FACILITIES

PROJECT NO. 19002

PWP NO. CL-2022-43

Note: Pursuant to NRS 338.01165, the three (3) lowest Bidders shall have each of their subcontractors submit this completed form, which includes pages 1 through 2, or a corresponding waiver request to the Clark County Water Reclamation District within fourteen (14) calendar days of Bid Opening. Failure to provide such information shall make a Bidder nonresponsive.

SUBCONTRACTOR COMPANY NAME:

A J A Construction Services, Inc.

Craft/Trade	More than 3 Employees Anticipated?	Waiver Submitted?
Boilermaker	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Bricklayer , can also include Tile Setter, Terrazzo Worker, and Marble Mason.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Carpenter , can also include Cement Mason, Floor Coverer, Millwright and Piledriver (non-equipment), Plasterer, and Terrazzo Worker.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Electrician , includes Communication Technician, Line, Neon Sign, and Wireman. Can also include Alarm Installer.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Elevator Constructor	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Glazier (see also Painter and Allied Trades)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Hod Carrier , includes Brick Mason and Plasterer Tender.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Iron Worker , can also include Fence Erector (steel/iron)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Laborer , can also include Fence Erector (non-steel/iron), Flagperson, Highway Stripper, and Traffic Barrier Erector	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Mason , can also include Cement Mason, Plasterer, Tile Setter, Terrazzo Worker, and Marble Mason	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Mechanical Insulator	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

Operating Engineer , can also include Equipment Greaser, Piledriver, Field Soils and Material Tester, Steel Fabricator/Erector (equipment) Surveyor (non-licensed), and Well Driller.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Painter and Allied Trades , can also include Glazier, Floor Coverer, and Taper.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Plumber/Pipefitter	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Refrigeration	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Roofer (not sheet metal)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Sheet Metal Worker , can also include Air Balance Technician.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Sprinkler Fitter	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Truck Driver*	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input type="checkbox"/>	
Well Driller (see also Operating Engineer)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

*Waiver not required per AO-2020-01

I affirm I am fully authorized to sign on behalf of the Subcontractor listed above, and that the information provided is true and correct to the best of my knowledge. Additionally, I acknowledge any changes to the anticipated workforce, which may have an impact on compliance with the NRS 338.01165, will require the submittal of a revised form within fourteen (14) calendar days of the change.

Ralph Eaton

(Print Subcontractor Representative's Name)

President

(Print Subcontractor Representative's Title)

(Subcontractor Representative's Signature)

05/17/2022

(Date Signed)

END OF DOCUMENT

DOCUMENT 00 47 02

SUBCONTRACTOR PROJECT WORKFORCE CHECKLIST

FWRG DEMOLITION OF RETIRED FACILITIES
PROJECT NO. 19002
PWP NO. CL-2022-43

Note: Pursuant to NRS 338.01165, the three (3) lowest Bidders shall have each of their subcontractors submit this completed form, which includes pages 1 through 2, or a corresponding waiver request to the Clark County Water Reclamation District within fourteen (14) calendar days of Bid Opening. Failure to provide such information shall make a Bidder nonresponsive.

SUBCONTRACTOR COMPANY NAME:

Baron Demolition

Craft/Trade	More than 3 Employees Anticipated?	Waiver Submitted?
Boilermaker	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Bricklayer , can also include Tile Setter, Terrazzo Worker, and Marble Mason.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Carpenter , can also include Cement Mason, Floor Coverer, Millwright and Piledriver (non-equipment), Plasterer, and Terrazzo Worker.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Electrician , includes Communication Technician, Line, Neon Sign, and Wireman. Can also include Alarm Installer.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Elevator Constructor	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Glazier (see also Painter and Allied Trades)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Hod Carrier , includes Brick Mason and Plasterer Tender.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Iron Worker , can also include Fence Erector (steel/iron)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Laborer , can also include Fence Erector (non-steel/iron), Flagperson, Highway Stripper, and Traffic Barrier Erector	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Mason , can also Cement Mason, Plasterer, Tile Setter, Terrazzo Worker, and Marble Mason	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Mechanical Insulator	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>

Operating Engineer , can also include Equipment Greaser, Piledriver, Field Soils and Material Tester, Steel Fabricator/Erector (equipment) Surveyor (non-licensed), and Well Driller.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Painter and Allied Trades , can also include Glazier, Floor Coverer, and Taper.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Plumber/Pipefitter	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Refrigeration	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Roofer (not sheet metal)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Sheet Metal Worker , can also include Air Balance Technician.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Sprinkler Fitter	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Truck Driver*	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input type="checkbox"/>	
Well Driller (see also Operating Engineer)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>

*Waiver not required per AO-2020-01

I affirm I am fully authorized to sign on behalf of the Subcontractor listed above, and that the information provided is true and correct to the best of my knowledge. Additionally, I acknowledge any changes to the anticipated workforce, which may have an impact on compliance with the NRS 338.01165, will require the submittal of a revised form within fourteen (14) calendar days of the change.

DAVID PASHURN
 (Print Subcontractor Representative's Name)

PR
 (Print Subcontractor Representative's Title)


 (Subcontractor Representative's Signature)

5/17/22
 (Date Signed)

END OF DOCUMENT

DOCUMENT 00 47 02

SUBCONTRACTOR PROJECT WORKFORCE CHECKLIST

FWRC DEMOLITION OF RETIRED FACILITIES
PROJECT NO. 19002
PWP NO. CL-2022-43

Note: Pursuant to NRS 338.01165, the three (3) lowest Bidders shall have each of their subcontractors submit this completed form, which includes pages 1 through 2, or a corresponding waiver request to the Clark County Water Reclamation District within fourteen (14) calendar days of Bid Opening. Failure to provide such information shall make a Bidder nonresponsive.

SUBCONTRACTOR COMPANY NAME:

Industrial Power Corporation

Craft/Trade	More than 3 Employees Anticipated?	Waiver Submitted?
Boilermaker	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Bricklayer , can also include Tile Setter, Terrazzo Worker, and Marble Mason.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Carpenter , can also include Cement Mason, Floor Coverer, Millwright and Pledriver (non-equipment), Plasterer, and Terrazzo Worker.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Electrician , includes Communication Technician, Line, Neon Sign, and Wireman. Can also include Alarm Installer.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Elevator Constructor	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Glazier (see also Painter and Allied Trades)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Hod Carrier , includes Brick Mason and Plasterer Tender.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Iron Worker , can also include Fence Erector (steel/iron)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Laborer , can also include Fence Erector (non-steel/iron), Flagperson, Highway Stripper, and Traffic Barrier Erector	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Mason , can also include Cement Mason, Plasterer, Tile Setter, Terrazzo Worker, and Marble Mason	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Mechanical Insulator	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>

19002 – FWRC DEMOLITION OF
RETIRED FACILITIES
100% DESIGN SUBMITTAL

SUBCONTRACTOR PROJECT WORKFORCE

CHECKLIST

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Operating Engineer , can also include Equipment Greaser, Piledriver, Field Soils and Material Tester, Steel Fabricator/Erector (equipment) Surveyor (non-licensed), and Well Driller.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Painter and Allied Trades , can also include Glazier, Floor Coverer, and Taper.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Plumber/Pipefitter	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Refrigeration	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Roofer (not sheet metal)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Sheet Metal Worker , can also include Air Balance Technician.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Sprinkler Fitter	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Truck Driver*	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	
Well Driller (see also Operating Engineer)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>

*Waiver not required per AO-2020-01


I affirm I am fully authorized to sign on behalf of the Subcontractor listed above, and that the information provided is true and correct to the best of my knowledge. Additionally, I acknowledge any changes to the anticipated workforce, which may have an impact on compliance with the NRS 338.01165, will require the submittal of a revised form within fourteen (14) calendar days of the change.

Nathan Overstreet

(Print Subcontractor Representative's Name)

President

(Print Subcontractor Representative's Title)


(Subcontractor Representative's Signature)

5/17/2022

(Date Signed)

END OF DOCUMENT

19002 – FWRC DEMOLITION OF
RETIRED FACILITIES
100% DESIGN SUBMITTAL

SUBCONTRACTOR PROJECT WORKFORCE

CHECKLIST

00 47 02 - 2

Master Rev. 08/30/2024

SUBCONTRACTOR PROJECT WORKFORCE CHECKLIST

FWRC DEMOLITION OF RETIRED FACILITIES
 PROJECT NO. 19002
 PWP NO. CL-2022-43

Note: Pursuant to NRS 338.01165, the three (3) lowest Bidders shall have each of their subcontractors submit this completed form, which includes pages 1 through 2, or a corresponding waiver request to the Clark County Water Reclamation District within fourteen (14) calendar days of Bid Opening. Failure to provide such information shall make a Bidder nonresponsive.

SUBCONTRACTOR COMPANY NAME:

Las Vegas Paving Corp.

Craft/Trade	More than 3 Employees Anticipated?	Waiver Submitted?
Boilermaker	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Bricklayer , can also include Tile Setter, Terrazzo Worker, and Marble Mason.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Carpenter , can also include Cement Mason, Floor Coverer, Millwright and Piledriver (non-equipment), Plasterer, and Terrazzo Worker.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Electrician , includes Communication Technician, Line, Neon Sign, and Wireman. Can also include Alarm Installer.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Elevator Constructor	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Glazier (see also Painter and Allied Trades)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Hod Carrier , includes Brick Mason and Plasterer Tender.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Iron Worker , can also include Fence Erector (steel/iron)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Laborer, can also include Fence Erector (non-steel/iron), Flagperson, Highway Striper, and Traffic Barrier Erector	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Mason, can also Cement Mason, Plasterer, Tile Setter, Terrazzo Worker, and Marble Mason	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Mechanical Insulator	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>

Operating Engineer , can also include Equipment Greaser, Piledriver, Field Soils and Material Tester, Steel Fabricator/Erector (equipment)	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Surveyor (non-licensed), and Well Driller.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Painter and Allied Trades , can also include Glazier, Floor Coverer, and Taper.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Plumber/Pipefitter	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Refrigeration	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Roofer (not sheet metal)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Sheet Metal Worker , can also include Air Balance Technician.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Sprinkler Fitter	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Truck Driver**	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	
Well Driller (see also Operating Engineer)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>

*Waiver not required per AO-2020-01

I affirm I am fully authorized to sign on behalf of the Subcontractor listed above, and that the information provided is true and correct to the best of my knowledge. Additionally, I acknowledge any changes to the anticipated workforce, which may have an impact on compliance with the NRS 338.01165, will require the submittal of a revised form within fourteen (14) calendar days of the change.

Yake Marshall
 (Print Subcontractor Representative's Name)

Project Manager
 (Print Subcontractor Representative's Title)

[Signature]
 (Subcontractor Representative's Signature)

5-18-22
 (Date Signed)

END OF DOCUMENT

BYPASS PUMPING QUALIFICATION FORM

FWRC DEMOLITION OF RETIRED FACILITIES

PROJECT NO. 19002

PWP NO. CL-2022-43

Note: DO NOT SUBMIT THIS FORM WITH THE BID. After the Bid date, the Owner will notify Bidder if Supplemental Information is required. Bidder shall submit such information to the Owner within seven (7) calendar days notification. Failure to provide such information shall make a Bidder nonresponsive. Bidder shall denote self-performance by including Bidder name in spaces provided and "N.A." where Subcontractor name is requested.

BYPASS CONTRACTOR OR BYPASS SUBCONTRACTOR COMPANY NAME:

N/A

REQUIREMENTS

THE CONTRACTOR OR SUBCONTRACTOR PERFORMING THE BYPASS PUMP WORK ON THIS PROJECT SHALL HAVE A CONTRACTORS LICENSE AS DETERMINED BY THE NEVADA STATE CONTRACTOR BOARD

THE CONTRACTOR OR SUBCONTRACTOR PERFORMING THE BYPASS PUMPING SHALL HAVE A MINIMUM OF FIVE (5) INDUSTRIAL PROJECTS OF AT LEAST EQUAL SCOPE AND COMPLEXITY WITHIN THE LAST TEN (10) YEARS.

EXPERIENCE (CCWRD PROJECTS DO NOT NEED CONTACT NAME AND PHONE NUMBER LISTED)

1. PROJECT NAME:	DATE COMPLETED:
OWNER NAME:	OWNER ADDRESS:
CONTACT PERSON:	CONTACT PHONE NO: (Office and cell number)
TOTAL FLOW BYPASSED (MGD):	TOTAL BYPASS LENGTH (L.F.):

2. PROJECT NAME:	DATE COMPLETED:
OWNER NAME:	OWNER ADDRESS:
CONTACT PERSON:	CONTACT PHONE NO: (Office and cell number)
TOTAL FLOW BYPASSED (MGD):	TOTAL BYPASS LENGTH (L.F.):

3. PROJECT NAME:	DATE COMPLETED:
OWNER NAME:	OWNER ADDRESS:
CONTACT PERSON:	CONTACT PHONE NO: (Office and cell number)
TOTAL FLOW BYPASSED (MGD):	TOTAL BYPASS LENGTH (L.F.):

4. PROJECT NAME:	DATE COMPLETED:
OWNER NAME:	OWNER ADDRESS:
CONTACT PERSON:	CONTACT PHONE NO: (Office and cell number)
TOTAL FLOW BYPASSED (MGD):	TOTAL BYPASS LENGTH (L.F.):

5. PROJECT NAME:	DATE COMPLETED:
OWNER NAME:	OWNER ADDRESS:
CONTACT PERSON:	CONTACT PHONE NO: (Office and cell number)
TOTAL FLOW BYPASSED (MGD):	TOTAL BYPASS LENGTH (L.F.):

SUPERINTENDENT NAME: _____

REQUIREMENTS

The Bypass Pumping Superintendent shall have a minimum of 5 industrial projects of at least equal scope and complexity within the last 10 years.

EXPERIENCE (CCWRD PROJECTS DO NOT NEED CONTACT NAME AND PHONE NUMBER LISTED)	
1. PROJECT NAME:	DATE COMPLETED:
OWNER NAME:	OWNER ADDRESS:
CONTACT PERSON:	CONTACT PHONE NO: (Office and cell number)
TOTAL FLOW BYPASSED (MGD):	TOTAL BYPASS LENGTH (L.F.):
TOTAL TIME AS SUPERINTENDENT (months):	

2. PROJECT NAME:	DATE COMPLETED:
OWNER NAME:	OWNER ADDRESS:
CONTACT PERSON:	CONTACT PHONE NO: (Office and cell number)
TOTAL FLOW BYPASSED (MGD):	TOTAL BYPASS LENGTH (L.F.):
TOTAL TIME AS SUPERINTENDENT (months):	

3. PROJECT NAME:	DATE COMPLETED:
OWNER NAME:	OWNER ADDRESS:
CONTACT PERSON:	CONTACT PHONE NO: (Office and cell number)
TOTAL FLOW BYPASSED (MGD):	TOTAL BYPASS LENGTH (L.F.):
TOTAL TIME AS SUPERINTENDENT (months):	

4. PROJECT NAME:	DATE COMPLETED:
OWNER NAME:	OWNER ADDRESS:
CONTACT PERSON:	CONTACT PHONE NO: (Office and cell number)
TOTAL FLOW BYPASSED (MGD):	TOTAL BYPASS LENGTH (L.F.):
TOTAL TIME AS SUPERINTENDENT (months):	

5. PROJECT NAME:	DATE COMPLETED:
OWNER NAME:	OWNER ADDRESS:
CONTACT PERSON:	CONTACT PHONE NO: (Office and cell number)
TOTAL FLOW BYPASSED (MGD):	TOTAL BYPASS LENGTH (L.F.):
TOTAL TIME AS SUPERINTENDENT (months):	

ELECTRICAL SUPERINTENDENT QUALIFICATION FORM

FWRC DEMOLITION OF RETIRED FACILITIES
PROJECT NO. 19002
PWP NO. CL-2022-43

Note: DO NOT SUBMIT THIS FORM WITH THE BID. After the Bid date, the Owner will notify Bidder if Supplemental Information is required. Bidder shall submit such information to the Owner within seven (7) calendar days of notification. Failure to provide such information shall make a Bidder nonresponsive. Bidder shall denote self-performance by including Bidder name in spaces provided and "N.A." where Subcontractor name is requested.

ELECTRICAL CONTRACTOR OR ELECTRICAL SUBCONTRACTOR COMPANY NAME:

N/A

SUPERINTENDENT NAME:

REQUIREMENTS

	YES	NO
Does the Electrical Superintendent have a minimum of five (5) years' experience in at least three (3) industrial projects of at least equal scoping and complexity?		

EXPERIENCE (CCWRD PROJECTS DO NOT NEED CONTACT NAME AND PHONE NUMBER LISTED)

1. PROJECT NAME:	DATE COMPLETED:
OWNER NAME:	OWNER ADDRESS:
CONTACT PERSON:	CONTACT PHONE NO: (Office and cell number)
TOTAL TIME AS SUPERINTENDENT (months):	

2. PROJECT NAME:	DATE COMPLETED:
OWNER NAME:	OWNER ADDRESS:
CONTACT PERSON:	CONTACT PHONE NO: (Office and cell number)
TOTAL TIME AS SUPERINTENDENT (months):	

3. PROJECT NAME:	DATE COMPLETED:
OWNER NAME:	OWNER ADDRESS:
CONTACT PERSON:	CONTACT PHONE NO: (Office and cell number)
TOTAL TIME AS SUPERINTENDENT (months):	

4. PROJECT NAME:	DATE COMPLETED:
OWNER NAME:	OWNER ADDRESS:
CONTACT PERSON:	CONTACT PHONE NO: (Office and cell number)
TOTAL TIME AS SUPERINTENDENT (months):	

5. PROJECT NAME:	DATE COMPLETED:
OWNER NAME:	OWNER ADDRESS:
CONTACT PERSON:	CONTACT PHONE NO: (Office and cell number)
TOTAL TIME AS SUPERINTENDENT (months):	

I (we) hereby certify that _____ (Superintendent Name) satisfies the Electrical Superintendent minimum requirements stated here, and shall not at any time after submission of the Bid, or during the Work dispute, complain, nor assert that there was any misunderstanding in regard to the qualifications to perform the Work, and that the qualifications must be met for the entire Contract Times.

(Print Bidder Company Name)		(Print Subcontractor Company Name)
(Print Bidder Representative's Name)		(Print Subcontractor Representative's Name)
(Bidder Representative's Signature)		(Subcontractor Representative's Signature)
(Date Signed)		(Date Signed)
(Print Bidder Representative's Title)		(Print Subcontractor Representative's Title)

END OF DOCUMENT

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19002 – FWRC DEMOLITION OF
RETIRED FACILITIES
BID DOCUMENTS

ELECTRICAL SUPERINTENDENT
QUALIFICATION FORM
00 50 05 - 4
Master Rev. 08/30/2021

ELECTRICAL CONTRACTOR OR ELECTRICAL SUBCONTRACTOR QUALIFICATION FORM

FWRC DEMOLITION OF RETIRED FACILITIES
PROJECT NO. 19002
PWP NO. CL-2022-43

Note: DO NOT SUBMIT THIS FORM WITH THE BID. After the Bid date, the Owner will notify Bidder if Supplemental Information is required. Bidder shall submit such information to the Owner within seven (7) calendar days of notification. Failure to provide such information shall make a Bidder nonresponsive. Bidder shall denote self-performance by including Bidder name in spaces provided and "N.A." where Subcontractor name is requested.

ELECTRICAL CONTRACTOR OR ELECTRICAL SUBCONTRACTOR COMPANY NAME:
N/A

REQUIREMENTS

	YES	NO
Has the Electrical Contractor or Electrical Subcontractor been licensed for the past five (5) consecutive years?		
Does the Electrical Contractor or Electrical Subcontractor have a compliant record with the Nevada State and all other State Contractors Board? Compliance is defined as no active or pending disciplinary actions, nor any within the previous five (5) years.		
Will the Electrical Contractor or Electrical Subcontractor utilize qualified and licensed electricians in accordance with the contract?		
Will the Electrical Contractor or Electrical Subcontractor maintain an Apprentice/Journeyman ratio of one (1) Apprentice to four (4) Journeyman?		
Does the Electrical Subcontractor have a minimum of five (5) years' experience in at least three (3) industrial projects of at least equal scoping and complexity on systems between 0 and 600 volts?		

EXPERIENCE (CCWRD PROJECTS DO NOT NEED CONTACT NAME AND PHONE NUMBER LISTED)

1. PROJECT NAME:	DATE COMPLETED:
OWNER NAME:	OWNER ADDRESS:
CONTACT PERSON:	CONTACT PHONE NO: (Office and cell number)

2. PROJECT NAME:	DATE COMPLETED:
OWNER NAME:	OWNER ADDRESS:
CONTACT PERSON:	CONTACT PHONE NO. (Office and cell number)

3. PROJECT NAME:	DATE COMPLETED:
OWNER NAME:	OWNER ADDRESS:
CONTACT PERSON:	CONTACT PHONE NO. (Office and cell number)

4. PROJECT NAME:	DATE COMPLETED:
OWNER NAME:	OWNER ADDRESS:
CONTACT PERSON:	CONTACT PHONE NO. (Office and cell number)

5. PROJECT NAME:	DATE COMPLETED:
OWNER NAME:	OWNER ADDRESS:
CONTACT PERSON:	CONTACT PHONE NO. (Office and cell number)

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19002 – FWRC DEMOLITION OF
RETIRED FACILITIES
BID DOCUMENTS

ELECTRICAL CONTRACTOR OR
ELECTRICAL SUBCONTRACTOR
QUALIFICATION FORM

00 50 06 - 4
Master Rev. 08/30/2021

ELECTRICAL MEDIUM VOLTAGE INSTALLER QUALIFICATION FORM

FWRC DEMOLITION OF RETIRED FACILITIES
PROJECT NO. 19002
PWP NO. CL-2022-43

Note: DO NOT SUBMIT THIS FORM WITH THE BID. After the Bid date, the Owner will notify Bidder if Supplemental Information is required. Bidder shall submit such information to the Owner within seven (7) calendar days of notification. Failure to provide such information shall make a Bidder nonresponsive. Bidder shall denote self-performance by including Bidder name in spaces provided and "N.A." where Subcontractor name is requested.

ELECTRICAL CONTRACTOR OR ELECTRICAL SUBCONTRACTOR COMPANY NAME:

N/A

Note: For the purposes of this Work, medium voltage (MV) is defined as between 601 and 69,000 volts.

REQUIREMENTS

	YES	NO
Does the Electrical Medium Voltage Installer have a complaint record with the Nevada State and all other State Contractors Board? Compliance is defined as no active or pending disciplinary actions, nor any within the previous five (5) years.		
Does the Electrical Medium Voltage Installer have a minimum of five (5) years of medium voltage (up to 15kV) in at least three (3) industrial projects of at least equal scoping and complexity? Does the Electrical Subcontractor have a minimum of five (5) years' experience in at least three (3) industrial projects of at least equal scoping and complexity on systems between 601 and 69,000 volts?		
Will the Electrical Medium Voltage Installer Utilize qualified and licensed electricians in accordance with the contract?		
Will the Electrical Medium Voltage Installer maintain an Apprentice/Journeyman ratio of one (1) Apprentice to four (4) Journeymen?		

EXPERIENCE (CCWRD PROJECTS DO NOT NEED CONTACT NAME AND PHONE NUMBER LISTED)

1. PROJECT NAME:	DATE COMPLETED:
OWNER NAME:	OWNER ADDRESS:
CONTACT PERSON:	CONTACT PHONE NO.: (Office and cell number)
CAPACITY OF EQUIPMENT INSTALLED (KVA):	TOTAL LENGTH OF MV CABLE INSTALLED (feet):

2. PROJECT NAME:	DATE COMPLETED:
OWNER NAME:	OWNER ADDRESS:
CONTACT PERSON:	CONTACT PHONE NO.: (Office and cell number)
CAPACITY OF EQUIPMENT INSTALLED (KVA):	TOTAL LENGTH OF MV CABLE INSTALLED (feet):

3. PROJECT NAME:	DATE COMPLETED:
OWNER NAME:	OWNER ADDRESS:
CONTACT PERSON:	CONTACT PHONE NO.: (Office and cell number)
CAPACITY OF EQUIPMENT INSTALLED (KVA):	TOTAL LENGTH OF MV CABLE INSTALLED (feet):

4. PROJECT NAME:	DATE COMPLETED:
OWNER NAME:	OWNER ADDRESS:
CONTACT PERSON:	CONTACT PHONE NO.: (Office and cell number)
CAPACITY OF EQUIPMENT INSTALLED (KVA):	TOTAL LENGTH OF MV CABLE INSTALLED (feet):

5. PROJECT NAME:	DATE COMPLETED:
OWNER NAME:	OWNER ADDRESS:
CONTACT PERSON:	CONTACT PHONE NO.: (Office and cell number)
CAPACITY OF EQUIPMENT INSTALLED (KVA):	TOTAL LENGTH OF MV CABLE INSTALLED (feet):

I (we) hereby certify that _____ (Bidder Company Name (if self-performed) or Electrical Subcontractor Company Name) satisfies the Electrical Medium Voltage Installer minimum requirements stated here, and shall not at any time after submission of the Bid, or during the Work dispute, complain, nor assert that there was any misunderstanding in regard to the qualifications to perform the Work, and that the qualifications must be met for the entire Contract Times.

_____ (Print Bidder Company Name) _____ (Print Subcontractor Company Name)

_____ (Print Bidder Representative's Name) _____ (Print Subcontractor Representative's Name)

_____ (Bidder Representative's Signature) _____ (Subcontractor Representative's Signature)

_____ (Date Signed) _____ (Date Signed)

_____ (Print Bidder Representative's Title) _____ (Print Subcontractor Representative's Title)

END OF DOCUMENT

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19002 – FWRC DEMOLITION OF
RETIRED FACILITIES
BID DOCUMENTS

ELECTRICAL MEDIUM VOLTAGE
INSTALLER QUALIFICATION FORM

00 50 07 - 4

Master Rev. 08/30/2021

INSTRUMENTATION SUPPLIER QUALIFICATION FORM

FWRC DEMOLITION OF RETIRED FACILITIES
 PROJECT NO. 19002
 PWP NO. CL-2022-43

Note: DO NOT SUBMIT THIS FORM WITH THE BID. After the Bid date, the Owner will notify Bidder if Supplemental Information is required. Bidder shall submit such information to the Owner within seven (7) calendar days of notification. Failure to provide such information shall make a Bidder nonresponsive. Bidder shall denote self-performance by including Bidder name in spaces provided and "N.A." where Subcontractor name is requested.

CONTRACTOR COMPANY NAME:

N/A

SUBCONTRACTOR COMPANY NAME:

CONTROL SYSTEMS OR ELECTRICAL ENGINEER NAME:

STATE OF NEVADA LICENSE DISCIPLINE AND NUMBER:

NUMBER OF FULL TIME EMPLOYEES AT BID DATE:

REQUIREMENTS

	YES	NO
Does the Instrumentation Supplier have a minimum of five (5) years' experience in at least three (3) industrial projects of at least equal scoping and complexity?		
Does the Instrumentation Supplier have a UL 508 approved panel assembly facility for the assembly and testing of control panels?		
Does the Instrumentation Supplier have a permanent service group or division?		
Does the Instrumentation Supplier service group or division have a phone number which is answered by a person 24 hours per day, seven (7) days per week to allow users to report problems which may occur outside of normal working hours.		
Does the Instrumentation Supplier service group or division guarantee to provide a trained service technician at the jobsite within one (1) working day of notification that a problem exists?		

EXPERIENCE (CCWRD PROJECTS DO NOT NEED CONTACT NAME AND PHONE NUMBER LISTED)

1. PROJECT NAME:	DATE COMPLETED:
OWNER NAME:	OWNER ADDRESS:
CONTACT PERSON:	CONTACT PHONE NO: (Office and cell number)
PROJECT LEAD SYSTEMS OR ELECTRICAL ENGINEER:	

2. PROJECT NAME:	DATE COMPLETED:
OWNER NAME:	OWNER ADDRESS:
CONTACT PERSON:	CONTACT PHONE NO: (Office and cell number)
PROJECT LEAD SYSTEMS OR ELECTRICAL ENGINEER:	

3. PROJECT NAME:	DATE COMPLETED:
OWNER NAME:	OWNER ADDRESS:
CONTACT PERSON:	CONTACT PHONE NO: (Office and cell number)
PROJECT LEAD SYSTEMS OR ELECTRICAL ENGINEER:	

4. PROJECT NAME:	DATE COMPLETED:
OWNER NAME:	OWNER ADDRESS:
CONTACT PERSON:	CONTACT PHONE NO: (Office and cell number)
PROJECT LEAD SYSTEMS OR ELECTRICAL ENGINEER:	

5. PROJECT NAME:	DATE COMPLETED:
OWNER NAME:	OWNER ADDRESS:
CONTACT PERSON:	CONTACT PHONE NO: (Office and cell number)
PROJECT LEAD SYSTEMS OR ELECTRICAL ENGINEER:	

I (we) hereby certify that _____ (Subcontractor Company Name) satisfies the Instrumentation Supplier minimum requirements stated here, and shall not at any time after submission of the Bid, or during the Work dispute, complain, nor assert that there was any misunderstanding in regard to the qualifications to perform the Work, and that the qualifications must be met for the entire Contract Times.

_____ (Print Bidder Company Name) _____ (Print Subcontractor Company Name)

_____ (Print Bidder Representative's Name) _____ (Print Subcontractor Representative's Name)

_____ (Bidder Representative's Signature) _____ (Subcontractor Representative's Signature)

_____ (Date Signed) _____ (Date Signed)

_____ (Print Bidder Representative's Title) _____ (Print Subcontractor Representative's Title)

END OF DOCUMENT

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19002 – FWRC DEMOLITION OF
RETIRED FACILITIES
BID DOCUMENTS

INSTRUMENTATION SUPPLIER
QUALIFICATION FORM

00 50 08 - 4
Master Rev. 08/30/2021

DOCUMENT 00 52 00

AGREEMENT

FWRC DEMOLITION OF RETIRED FACILITIES

PROJECT NO. 19002

PWP NO. CL-2022-43

This Agreement, made and entered into this _____ day of _____, 2022, by and between the Clark County Water Reclamation District, ("Owner"), and J.A. Tiberti Construction Company, Inc.,

_____, a corporation organized and existing under the laws of the State of Nevada _____, a _____ partnership consisting of _____ N/A _____, or an individual trading as _____ N/A _____, of the city of Las Vegas, County of Clark _____, State of Nevada _____ ("Contractor").

The parties hereto do mutually agree as follows:

1.0 Contractor agrees with Owner to perform and complete all Work required in, and in strict accordance with, the Contract Documents for the Project entitled:

FWRC DEMOLITION OF RETIRED FACILITIES
PROJECT NO. 19002

Contractor acknowledges and agrees that, all references in any of the Contract Documents to "Bidder" shall also mean and refer to "Contractor," and vice-versa.

2.0 Owner will pay, and Contractor shall receive, the price(s) named in the Bid Schedule (Document 00 41 05) ("Contract Price") in full compensation for Contractor completing the Work in strict accordance with the requirements of this Agreement and the Contract Documents. Contractor acknowledges and agrees to its responsibilities as set forth in this Agreement the Contract Documents, including but not limited to: (a) providing all labor, materials, equipment, tools, and services, (b) furnishing and removing all plants, temporary structures, tools and equipment, (c) doing everything otherwise required or inferable of Contractor by this Agreement and the Contract Documents, (d) all loss and damage arising out of the nature of the Work, or from the action of the elements, or from any unforeseen difficulties which may arise during the prosecution of the Work until its acceptance by Owner, (e) assuming all risks of every description connected with the Work, and (f) for all expenses resulting from the suspension or discontinuance of Work, except where the Contract Documents expressly stipulate the costs will be borne by Owner.

3.0 Owner hereby engages Contractor to perform the Work according to the terms of this Agreement for the prices mentioned in the Bid Schedule (Document 00 41 05), and agrees to pay the same at the time, in the manner, and upon the conditions stipulated in the Contract Documents. The parties for themselves, their heirs, executors, administrators, successors, successors in interest, and assigns, do hereby agree to the full performance of the covenants herein contained.

4.0 Owner and Contractor agree that **TIME IS OF THE ESSENCE** for performance of the Work under this Agreement, and that Owner will suffer loss if the Work is not completed within the Contract Times given below, plus any extensions thereof allowed in accordance with the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that, as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner the sums below for each day that expires after the Contract Times below. Owner and Contractor agree that the liquidated damages sums below represent a true and accurate representation of the damages described above that Owner would incur on an ongoing basis if completion of the Project is delayed.

<u>Milestone</u>	<u>Contract Times</u>	<u>Liquidated Damages Amount</u>
Attainment of Substantial Completion	610 days from Notice to Proceed (NTP)	\$2,842
Attainment of Final Completion	640 days from Notice to Proceed (NTP)	\$2,842

5.0 The Contract Documents as defined in the General Conditions (Document 00 72 00), Supplementary Conditions (Document 00 73 00), Instructions to Bidders (Document 00 21 13), and all Addenda issued by Owner with respect to the foregoing prior to the Bid Submission Deadline, are hereby incorporated into and made part of this Agreement.

The items contained in the following list comprise the Contract Documents:

1. Agreement (Document 00 52 00).
2. Addenda.
3. Bidding Requirements.
4. Contracting Requirements.
5. General Requirements.
6. Specifications.
7. Drawings.

CORPORATE CERTIFICATE

I, _____, certify that I am the _____ of the corporation named as Contractor in the foregoing Agreement; that _____, who signed said Agreement on behalf of the Contractor was then _____ of said corporation; and that said Agreement was duly signed for and on behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

(Contractor) _____ (Corporate Seal)

By: _____
(Signature)

(Title)

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PARTNERSHIP CERTIFICATE

STATE OF NEVADA)
)ss:
COUNTY OF CLARK)

_____, being first duly sworn,
deposes and says that he is a member of the partnership firm designated as
_____ and named in the foregoing Agreement. That he has
been duly vested with authority to make and sign the instruments for the partnership by

_____,
who constitute the other members of the partnership.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this ____
day of _____, 20____.

NOTARY PUBLIC

END OF DOCUMENT

8. Any other document referenced or included in the General Conditions (Document 00 72 00), Supplementary Conditions (Document 00 73 00), the Instructions to Bidders (Document 00 21 13), or other documents listed herein.

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There are no Contract Documents other than those listed in this Article 5.0.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

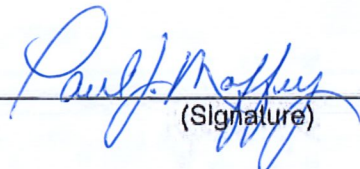
CLARK COUNTY WATER RECLAMATION
DISTRICT:

CONTRACTOR:

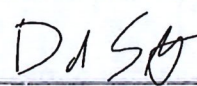
By: _____
THOMAS A. MINWEGEN
GENERAL MANAGER

J.A. Tiberti Construction Company, Inc.

(Contractor)

By:  _____
(Signature)

APPROVED AS TO LEGALITY ONLY:

By:  _____
DAVID J. STOFT
General Counsel

Paul J. Maffey

(Printed Name)

President

(Title)

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19002 – FWRC DEMOLITION OF
RETIRED FACILITIES
BID DOCUMENTS

AGREEMENT
00 52 00 - 6
Master Rev. 01/07/2020

DOCUMENT 00 61 00

BOND FORMS

**FWRC DEMOLITION OF RETIRED FACILITIES
PROJECT NO. 19002
PWP NO. CL-2022-43**

STATE OF NEVADA)
)ss
COUNTY OF CLARK)

ON _____, 20____ BEFORE ME, A NOTARY PUBLIC IN AND
FOR SAID COUNTY AND STATE, RESIDING THEREIN, DULY COMMISSIONED AND
SWORN, PERSONALLY APPEARED

KNOWN TO ME TO BE THE AUTHORIZED REPRESENTATIVE OF

WHO ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE FOLLOWING
BONDS:

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY
OFFICIAL SEAL, THE DAY AND YEAR STATED IN THIS CERTIFICATE ABOVE.

NOTARY PUBLIC
My commission
expires _____

STATE OF NEVADA)
)ss
COUNTY OF CLARK)

ON _____, 20____ BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID
COUNTY AND STATE, RESIDING THEREIN, DULY COMMISSIONED AND SWORN,
PERSONALLY APPEARED _____

KNOWN TO ME TO BE ATTORNEY-IN-FACT OF

THE ENTITY DESCRIBED IN AND THAT EXECUTED THE FOREGOING INSTRUMENT, AND
KNOWN TO ME TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT ON
BEHALF OF THE SAID ENTITY, AND HE/SHE DULY ACKNOWLEDGED TO ME THAT SUCH
ENTITY EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL
SEAL, THE DAY AND YEAR STATED IN THIS CERTIFICATE ABOVE.

NOTARY PUBLIC

My commission expires _____

END OF DOCUMENT

FAITHFUL PERFORMANCE BOND

FWRC DEMOLITION OF RETIRED FACILITIES

PROJECT NO. 19002

PWP NO. CL-2022-43

KNOW ALL MEN BY THESE PRESENTS,

That _____ ("Contractor"),

and _____ ("Surety"),

are held and firmly bound unto CLARK COUNTY WATER RECLAMATION DISTRICT,

("Owner"), in the sum of _____ dollars,

for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, successors in interest, and assigns, jointly and severally.

WHEREAS, Contractor, as Successful Bidder, has been awarded and is about to enter into the Contract and Agreement with Owner, which said Contract and Agreement are incorporated herein by reference as though fully set forth herein, to perform all Work required of it under the Contract Documents on the following Project:

CLARK COUNTY WATER RECLAMATION DISTRICT
FWRC DEMOLITION OF RETIRED FACILITIES
PROJECT NO. 19002
PWP NO. CL-2022-43

NOW, THEREFORE, if Contractor shall perform all the requirements of said Contract and Agreement required to be performed by Contractor on the Project, at the times and in the manner specified in the Contract Documents, then this obligation shall be null and void. Otherwise this obligation shall remain in full force and effect.

FURTHER, any alterations in the Work to be done or the in the materials to be furnished, which may be made pursuant to the terms of the Contract Documents, shall not in any way release Contractor or Surety of their obligations hereunder, nor shall any extensions of time granted under the provisions of the Contract Documents release either Contractor or Surety of their obligations hereunder, and notice of such alterations of, or extensions of time under, the Contract are hereby waived by Surety.

SIGNED AND SEALED this _____ day of _____, 20____

CONTRACTOR

SURETY

Contractor Name and Corporate Seal _____ (Seal) Surety Name and Corporate Seal _____ (Seal)

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

Print Name _____ Print Name _____

Title _____ Title _____

Attest: _____ Signature _____ Attest: _____ Signature _____

Print Name _____ Print Name _____

Title _____ Title _____

END OF DOCUMENT

LABOR AND MATERIAL BOND

FWRC DEMOLITION OF RETIRED FACILITIES

PROJECT NO. 19002

PWP NO. CL-2022-43

KNOW ALL MEN BY THESE PRESENTS,

That _____ ("Contractor"),
and _____ ("Surety"),

are held and firmly bound unto CLARK COUNTY WATER RECLAMATION DISTRICT,

("Owner"), in the sum of _____ dollars,

for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, successors in interest, and assigns, jointly and severally.

WHEREAS, Contractor, as Successful Bidder, has been awarded and is about to enter into the Contract and Agreement with Owner, which said Contract and Agreement are incorporated herein by reference as though fully set forth herein, to perform all Work required under the Contract Documents on the following Project:

CLARK COUNTY WATER RECLAMATION DISTRICT
FWRC DEMOLITION OF RETIRED FACILITIES
PROJECT NO. 19002
PWP NO. CL-2022-43

NOW, THEREFORE, if Contractor, or any Subcontractor, fails to pay for any materials, equipment, labor, service, or other supplies, or for rental of same, used in connection with the performance of Work contracted to be done under the Contract Documents, or for amounts due under applicable state law for any other Work or labor on the Project, said Surety will pay for the same in an amount not exceeding the sum specified above, and, in the event suit is brought upon this Bond, reasonable attorneys' fees, to be fixed by a court of competent jurisdiction. This bond shall inure to the benefit of any persons, companies, or corporations entitled to file claims under applicable state law.

FURTHER, any alterations in the Work to be done or in the materials to be furnished, which may be made pursuant to the terms of the Contract Documents, shall not in any way release

either Contractor or Surety of their obligations hereunder, nor shall any extensions of time granted under the provisions of the Contract Documents release either Contractor or Surety of their obligations hereunder, and notice of such alterations of, or extensions of time under, the Contract are hereby waived by Surety.

SIGNED AND SEALED this _____ day of _____, 20____

CONTRACTOR

SURETY

Contractor Name and Corporate Seal _____ (Seal) Surety Name and Corporate Seal _____ (Seal)

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

Print Name _____ Print Name _____

Title _____ Title _____

Attest: _____ Signature _____ Attest: _____ Signature _____

Print Name _____ Print Name _____

Title _____ Title _____

END OF DOCUMENT

DOCUMENT 00 61 15
GUARANTY BOND

FWRC DEMOLITION OF RETIRED FACILITIES
PROJECT NO. 19002
PWP NO. CL-2022-43

GUARANTEE OF CONTRACTOR _____

Name and Address of Contractor _____

Contractor and _____ (the "Surety"), hereby guarantee that at Substantial Completion, as that term is defined in the Contract Documents, of construction of the

CLARK COUNTY WATER RECLAMATION DISTRICT
FWRC DEMOLITION OF RETIRED FACILITIES
PROJECT NO. 19002
PWP NO. CL-2022-43

which Contractor will construct, the Work will be done in accordance with the Contract Documents and that the Work as constructed will fulfill the requirements and guarantees included in the Contract Documents. Contractor and Surety agree to repair or replace or cause to be repaired or replaced any or all Work, together with any other adjacent work which may be damaged in so doing, that may prove, within a period of one (1) year from the date of issuance of Substantial Completion on the above-named Work by Clark County Water Reclamation District, Clark County, State of Nevada ("Owner"), to be defective in workmanship or materials, without any expense whatsoever to Owner, ordinary wear and unusual abuse or neglect excepted.

In the event of Contractor and Surety's failure to comply with the above-mentioned conditions, within ten (10) calendar days after being notified in writing by the Owner, Contractor and Surety, collectively or separately, do hereby authorize the District to proceed to have said defects repaired and made good at Contractor and Surety's joint and several expense, and Contractor and Surety will honor and pay all costs, fees, expenses, and charges therefore, upon Owner's demand. If corrective work is started, either by Contractor, Surety, or by Owner, it shall be carried through to completion.

[Signatures on Next Page - Remainder of Page Intentionally Left Blank]

SIGNED AND SEALED this _____ day of _____, 20__

CONTRACTOR

SURETY

Contractor Name and Corporate Seal _____ (Seal) Surety Name and Corporate Seal _____ (Seal)

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

Print Name _____ Print Name _____

Title _____ Title _____

Attest: _____ Signature _____ Attest: _____ Signature _____

Print Name _____ Print Name _____

Title _____ Title _____

END OF DOCUMENT

**STANDARD GENERAL CONDITIONS
OF THE CONSTRUCTION CONTRACT
(DOCUMENT 00 72 00)**

Prepared by



Issued and Published Jointly by



Endorsed by



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**STANDARD GENERAL CONDITIONS OF THE
CONSTRUCTION CONTRACT**

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

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

- regarding a Change Proposal; or seeking resolution of a contractual issue that Engineer has declined to address. A demand for money or services by a third party is not a Claim.
11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
 12. *Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
 13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
 14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.
 15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
 16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
 17. *Cost of the Work*—See Paragraph 13.01 for definition.
 18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
 19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
 20. *Engineer*—The individual or entity named as such in the Agreement.
 21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
 22. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices; Laws and Regulations; and the requirements of the Contract, does not establish a Hazardous Environmental Condition.
 23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
 24. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.

25. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.
26. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
27. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
28. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
29. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
30. *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.
31. *Project Manual*—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.
32. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative.
33. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
34. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals and the performance of related construction activities.
35. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.
36. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
37. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.

38. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
39. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
40. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
41. *Successful Bidder*—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.
42. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
43. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
44. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.
45. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
46. *Unit Price Work*—Work to be paid for on the basis of unit prices.
47. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
48. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 Terminology

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

“furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

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

2.02 *Copies of Documents*

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

2.03 *Before Starting Construction*

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), Contractor shall submit to Engineer for timely review:
 - 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
 - 2. a preliminary Schedule of Submittals; and
 - 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

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

2.05 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.03.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
 - 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 - 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
 - 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

2.06 *Electronic Transmittals*

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

ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

3.02 *Reference Standards*

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

3.03 *Reporting and Resolving Discrepancies*

- A. *Reporting Discrepancies:*
 1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.
 3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.
- B. *Resolving Discrepancies:*
1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
 - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

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

3.05 *Reuse of Documents*

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

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the thirtieth 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 sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

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

4.03 *Reference Points*

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

4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
 1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 2. abnormal weather conditions;
 3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and
 4. acts of war or terrorism.
- D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.
- E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.
- F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.
- G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

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

5.01 Availability of Lands

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 Use of Site and Other Areas

- A. *Limitation on Use of Site and Other Areas:*
 - 1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
 - 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.
- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste

materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

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

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

5.03 *Subsurface and Physical Conditions*

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

1. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;
2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and
3. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the 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 Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

A. *Notice by Contractor*: If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site either:

1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or
2. is of such a nature as to require a change in the Drawings or Specifications; or
3. differs materially from that shown or indicated in the Contract Documents; or

4. Is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

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

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

D. *Possible Price and Times Adjustments:*

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
 - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or
 - b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site

- and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
- c. Contractor failed to give the written notice as required by Paragraph 5.04.A.
 3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
 4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:
 1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and
 2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;
 - c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 - d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.
- C. *Engineer's Review:* Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings, conclusions, and

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

D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.

E. *Possible Price and Times Adjustments:*

1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
 - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and
 - d. Contractor gave the notice required in Paragraph 5.05.B.
2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

5.06 *Hazardous Environmental Conditions at Site*

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

1. those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
2. 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 Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer,

or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

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

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

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

J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6 – BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.

B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond

signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

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

6.02 Insurance—General Provisions

- A. Owner and Contractor shall obtain and maintain insurance as required in this Article 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. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements 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 and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- E. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor

- to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- F. If either party does not purchase or maintain all of 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.
- G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.
- H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.
- I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.
- J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

6.03 *Contractor's Insurance*

- A. *Workers' Compensation:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:
1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.
 2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).
 3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).
 4. Foreign voluntary worker compensation (if applicable).
- B. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:
1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.
 2. claims for damages insured by reasonably available personal injury liability coverage.
 3. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- C. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:
1. Products and completed operations coverage:
 - a. Such insurance shall be maintained for three years after final payment.

- b. Contractor shall furnish Owner and each other additional insured (as identified in the 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, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
 3. Broad form property damage coverage.
 4. Severability of interest.
 5. Underground, explosion, and collapse coverage.
 6. Personal injury coverage.
 7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.
 8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
- D. *Automobile liability*: Contractor shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- E. *Umbrella or excess liability*: Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.
- F. *Contractor's pollution liability insurance*: Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.
- G. *Additional insureds*: The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.
- H. *Contractor's professional liability insurance*: If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial

Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.

1. *General provisions:* The policies of insurance required by this Paragraph 6.03 shall:
 1. include at least the specific coverages provided in this Article.
 2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.
 3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.
 4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.
 5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.
1. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

6.04 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 6.03, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.
- B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

6.05 *Property Insurance*

- A. *Builder's Risk:* Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
 1. include the Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."

2. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.
3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.
4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).
5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).
6. extend to cover damage or loss to insured property while in transit.
7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
8. allow for the waiver of the insurer's subrogation rights, as set forth below.
9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.
10. not include a co-insurance clause.
11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.
12. include performance/hot testing and start-up.
13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.

B. *Notice of Cancellation or Change*: All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this

Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.

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

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

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

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

6.06 Waiver of Rights

A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.

B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by,

2. arising out of, or resulting from fire or other perils whether or not insured by Owner; and
 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.
- D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the 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 any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

6.07 *Receipt and Application of Property Insurance Proceeds*

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

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

7.01 *Supervision and Superintendence*

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

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

7.02 Labor, Working Hours

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during 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.

7.03 Services, Materials, and Equipment

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

B. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.04 "Or Equals"

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.

1. If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an "or equal" item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:

- a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) it has a proven record of performance and availability of responsive service; and
 - 4) it is not objectionable to Owner.
 - b. Contractor certifies that, if approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.
 - B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
 - C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal", which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
 - D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.
 - E. *Treatment as a Substitution Request*: If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer considered the proposed item as a substitute pursuant to Paragraph 7.05.
- 7.05 *Substitutes*
- A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site:
 1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.

2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
3. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - a. shall certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design,
 - 2) be similar in substance to that specified, and
 - 3) be suited to the same use as that specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute item from that specified, and
 - 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the

Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

E. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor's expense.

F. *Effect of Engineer's Determination:* If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.

7.06 *Concerning Subcontractors, Suppliers, and Others*

A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.

B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.

C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.

D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.

E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.

F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.

G. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

- H. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.
- J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.
- K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.
- L. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.
- N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.
- O. Nothing in the Contract Documents:
 - 1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor
 - 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

7.07 *Patent Fees and Royalties*

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

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

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

7.08 Permits

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

7.09 Taxes

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

7.10 Laws and Regulations

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It shall not be Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Owner or Contractor may give notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if

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

7.11 *Record Documents*

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

7.12 *Safety and Protection*

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

or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.13 *Safety Representative*

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

7.14 *Hazard Communication Programs*

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

7.15 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.16 *Shop Drawings, Samples, and Other Submittals*

A. *Shop Drawing and Sample Submittal Requirements:*

1. Before submitting a Shop Drawing or Sample, Contractor shall have:

- a. reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
- b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
- c. determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
- d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.

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

Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.

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

E. Resubmittal Procedures:

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

7.17

Contractor's General Warranty and Guarantee

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

1. observations by Engineer;
 2. recommendation by Engineer or payment by Owner of any progress or final payment;
 3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 4. use or occupancy of the Work or any part thereof by Owner;
 5. any review and approval of a Shop Drawing or Sample submittal;
 6. the issuance of a notice of acceptability by Engineer;
 7. any inspection, test, or approval by others; or
 8. any correction of defective Work by Owner.
- D. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 Indemnification

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 7.18.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

7.19 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.
- B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this paragraph, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

ARTICLE 8 – OTHER WORK AT THE SITE

8.01 *Other Work*

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

- alter others' work with the written consent of Engineer and the others whose work will be affected.
- D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

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

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

ARTICLE 9 – OWNER'S RESPONSIBILITIES

- 9.01 *Communications to Contractor*
- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.
- 9.02 *Replacement of Engineer*
- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents shall be that of the former Engineer.
- 9.03 *Furnish Data*
- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.
- 9.04 *Pay When Due*
- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.
- 9.05 *Lands and Easements; Reports, Tests, and Drawings*
- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

- 9.06 *Insurance*
- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.
- 9.07 *Change Orders*
- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.
- 9.08 *Inspections, Tests, and Approvals*
- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.
- 9.09 *Limitations on Owner's Responsibilities*
- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- 9.10 *Undisclosed Hazardous Environmental Condition*
- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.
- 9.11 *Evidence of Financial Arrangements*
- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents (including obligations under proposed changes in the Work).
- 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 10.08. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish 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 Paragraph 10.08. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent, or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

10.04 *Rejecting Defective Work*

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

10.05 *Shop Drawings, Change Orders and Payments*

- A. Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.
- B. Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Paragraph 7.19.

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

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

10.06 *Determinations for Unit Price Work*

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

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

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

10.08 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in

- contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
 - C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
 - D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
 - E. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.

10.09 *Compliance with Safety Program*

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

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

11.01 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
 - 1. *Change Orders:*
 - a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.
 - b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.
 - 2. *Work Change Directives:* A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents

governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.

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

11.02 *Owner-Authorized Changes in the Work*

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

11.03 *Unauthorized Changes in the Work*

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

11.04 *Change of Contract Price*

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

B. An adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or
2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).
- C. *Contractor's Fee:* When applicable, the Contractor's fee for overhead and profit shall be determined as follows:
1. a mutually acceptable fixed fee; or
 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.04.C.2.a and 11.04.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;
 - d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
 - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
 - f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

11.05 *Change of Contract Times*

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

11.06 *Change Proposals*

- A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under

the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.

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

11.07 Execution of Change Orders

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 1. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
 3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
 4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.

- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

11.08 *Notification to Surety*

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

ARTICLE 12 – CLAIMS

12.01 *Claims*

- A. *Claims Process*: The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:
 - 1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
 - 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and
 - 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.
- B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.
- C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation*:
 - 1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.
 - 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal

- and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.
3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
 - F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim shall be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
 - G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim shall be incorporated in a Change Order to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

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

13.01 Cost of the Work

- A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
 1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
 2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:
 1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing

2. Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.
2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
 - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or

indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

- B. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

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

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
 - 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
 - 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
 - 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
 - 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.
- D. *Contractor's Fee*: When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.
- E. *Documentation*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

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

13.03 *Unit Price Work*

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph.
- E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:
1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement;
 2. there is no corresponding adjustment with respect to any other item of Work; and
 3. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

14.01 Access to Work

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

14.02 Tests, Inspections, and Approvals

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
 - 1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 - 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
 - 3. by manufacturers of equipment furnished under the Contract Documents;
 - 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 - 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.
- E. Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.
- F. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to

cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

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

14.04 *Acceptance of Defective Work*

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

14.05 *Uncovering Work*

- A. Engineer has the authority to require 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, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

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

14.07 *Owner May Correct Defective Work*

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

- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

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

15.01 Progress Payments

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

- B. *Applications for Payments:*

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

- C. *Review of Applications:*

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon

- Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
- c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
 3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
 4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
 5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
 6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
 - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

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

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 15.01.C.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

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

15.03 *Substantial Completion*

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

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

15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through E for that part of the Work.
2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.05 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

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

15.06 *Final Payment*

- A. *Application for Payment:*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.

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

15.07 Waiver of Claims

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

15.08 Correction Period

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. correct the defective repairs to the Site or such other adjacent areas;
 - 2. correct such defective Work;
 - 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

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

16.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);
 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:
 1. declare Contractor to be in default, and give Contractor (and any surety) notice that the Contract is terminated; and
 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When

exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.

G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond shall govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate For Convenience*

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

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.

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

16.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.

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

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

- A. *Disputes Subject to Final Resolution*: The following disputed matters are subject to final resolution under the provisions of this Article:
 - 1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full; and
 - 2. Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents, and arising after final payment has been made.
- B. *Final Resolution of Disputes*: For any dispute subject to resolution under this Article, Owner or Contractor may:
 - 1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions; or
 - 2. agree with the other party to submit the dispute to another dispute resolution process; or
 - 3. if no dispute resolution process is provided for in the 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 Documents requires the giving of written notice, it will be deemed to have been validly given if:
 - 1. delivered in person, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended; or
 - 2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice.

18.02 *Computation of Times*

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

18.03 *Cumulative Remedies*

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

18.04 *Limitation of Damages*

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

18.05 *No Waiver*

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

18.06 *Survival of Obligations*

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

18.07 *Controlling Law*

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

18.08 *Headings*

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

END OF DOCUMENT

DOCUMENT 00 73 00

SUPPLEMENTARY CONDITIONS

FWRC DEMOLITION OF RETIRED FACILITIES

PROJECT NO. 19002

PWP NO. CL-2022-43

These Supplementary Conditions amend and/or supplement the Standard General Conditions of the Construction Contract, Section 00 72 00, EJCDC® C-700 (2013 Edition). All provisions that are not so amended or supplemented remain in full force and effect.

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 thereto.

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

SC-1.01 Defined Terms

SC-1.01 Amend the list of definitions in Paragraph 1.01.A by inserting or replacing the following as numbered items in their proper alphabetical positions:

Board of Trustees — The appointed or elective board that governs the affairs of the Owner.

Conformed Documents — Collection of Documents prepared by the Owner that includes Addenda, completed Bidding Requirements, completed Contracting Requirements, Specifications, and Drawings with any changes made by Addendum incorporated therein. Owner will make every effort to correctly incorporate Addenda into these Conformed Documents. In the event there is a discrepancy between the Conformed Contract Documents and the combination of Bidding Documents and Addenda, the Bidding Documents and Addenda govern.

Contracting Requirements — The Agreement, bonds, endorsements, insurance certificates, General Conditions, Supplementary Conditions, and any attachments.

Contractor – Contractor is referred to throughout these Contract Documents interchangeably as "Contractor", "Construction Manager at Risk", "CMAR" and other similar terms.

Design Consultant — The individual or firm employed by Owner to prepare the Drawings, Specifications, and construction cost estimates and to provide consultant services as needed during construction including, but not limited to, review of Shop Drawings and interpretation of the Contract Documents. Design Consultant will not issue unilateral direction to Contractor.

Engineer — Engineer is referred to throughout these Contract Documents interchangeably as "Owner," "District," "CCWRD," "Engineer," and other similar terms.

Geotechnical Baseline Report ("GBR") — The interpretive report prepared by or for Owner regarding subsurface conditions at the Site, and containing specific baseline geotechnical conditions that may be anticipated, or relied upon for bidding and contract administration purposes, subject to the controlling provisions of the Contract, including the GBR's own terms. The GBR is a Contract Document.

Geotechnical Data Report ("GDR") — The factual report that collects and presents data regarding actual subsurface conditions at or adjacent to the Site, including Technical Data and other geotechnical data, prepared by or for Owner in support of the Geotechnical Baseline Report. The GDR's content may include logs of borings, trenches, and other site investigations, recorded measurements of subsurface water levels, the results of field and laboratory testing, and descriptions of the investigative and testing programs. The GDR does not include an interpretation of the data. If opinions, or interpretive or speculative non-factual comments or statements appear in a document that is labeled a GDR, such opinions, comments, or statements are not operative parts of the GDR and do not have contractual standing. Subject to that exception, the GDR is otherwise a Contract Document.

Inspector — The individual authorized by Owner to observe and inspect the execution of the Work by Contractor.

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 Agreement. Owner may be referred to throughout these Contract Documents interchangeably as "Owner," "District," "CCWRD," "Engineer," and other similar terms.

Work Change Directive — A written directive issued to Contractor on or after the Effective Date of the Contract, signed by Owner, ordering an addition, deletion, or revision in the Work. A Work Change Directive does not change the Contract Price or the Contract Times, but is evidence the parties expect that the change documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to the effect of the Work Change Directive, if any, on the Contract Price or Contract Times.

Work Directive — A written directive issued to Contractor on or after the Effective Date of the Contract, signed by Owner, ordering the Contractor to proceed with Work for which Owner and Contractor have not agreed that the Contractor is entitled to a change in Contract Price or Contract Time, but for which construction shall proceed to avoid delays to the Project.

ARTICLE 2 – PRELIMINARY MATTERS

SC-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 executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner copies of the policies of insurance (including all endorsements, and identification of applicable self-insured retentions and deductibles) required to be provided by Contractor in Article 6. Contractor may redact any confidential premium or pricing information contained in any policy or endorsement furnished to Owner under this provision.
- C. Evidence of Owner's Insurance: After receipt from Contractor of the executed 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 under Article 6 (if any). Owner may redact any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

SC-2.02 Copies of Documents

- SC-2.02. A. Amend the first sentence of Paragraph 2.02.A. to read as follows:
Owner will furnish to Contractor 2 copies of the Conformed Documents, and one copy in electronic portable document format (PDF).

SC-2.03 Before Starting Construction

- SC-2.03 Delete Paragraph 2.03.A in its entirety (including sub-paragraphs 1 – 3) and insert the following new paragraph in its place:
- A. Owner shall furnish to Contractor 2 copies of Conformed Documents incorporating and integrating all Addenda and any amendments negotiated prior to the Effective Date of the Contract (including one fully executed 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 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

SC-3.03 Reporting and Resolving Discrepancies

- SC 3.03 Add the following new paragraph immediately after Paragraph 3.03.B.1:
2. In the event of conflict or inconsistency between the Contract Documents, the order of precedence shall be as follows with the document of higher position in the list taking precedence over the document(s) of lower position:
- Change Orders.
 - Agreement.
 - Addenda.

- d. Supplementary Conditions.
- e. General Conditions.
- f. All other Specifications.
- g. Drawings.

SC-3.04 Requirements of the Contract Documents

SC 3.04 Add the following new paragraph immediately after Paragraph 3.04.C:

- D. The Contractor may, after exercising due diligence to locate sought-after information, request from the Owner a clarification or interpretation of the requirements of the Contract Documents. The Owner will, with reasonable promptness, respond to Contractor's requests for clarification or interpretation. If, however, the information requested by the Contractor is readily apparent from field observations, is contained in the Contract Documents, or is reasonably inferable from them, the Owner reserves the right to recover costs incurred to provide Contractor such information, clarification, or interpretation.

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

SC-5.01 Availability of Lands

SC 5.01 Delete Paragraph 5.01.A. in its entirety and insert the following new paragraph in its place:

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions, of which it is aware not of general application and not of public record, but specifically related to use of the Site with which Contractor must comply in performing the Work.

SC 5.01 Add the following language immediately after Paragraph 5.01.C:

- D. Contractor shall not enter upon nor use any lands not under the control of Owner until a written temporary construction easement agreement has been executed by the Contractor and the lands' legal owner, and a copy of said easement is furnished to Owner. Owner is not liable for any claims or damages resulting from Contractor's trespass on, or use of, any such lands. Contractor shall provide Owner a signed release and acknowledgement from the lands' legal owner (1) at the commencement of Contractor's use of the lands, releasing Contractor and Owner as to any condition or issue that predates the commencement of Contractor's use of the lands, and (2) at Project completion, confirming the lands have been (a) used as agreed to between Contractor and lands' owner and (b) satisfactorily restored by the Contractor.

SC-5.03 *Subsurface and Physical Conditions*

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

- C. *Subsurface Reports*: The following reports of explorations and tests of surface and/or subsurface conditions at or adjacent to the Site are known to Owner:
1. Report dated January 29, 2020, prepared by Ninyo & Moore, 6700 Paradise Road, Suite E, Las Vegas, Nevada 89119, entitled "Geotechnical Evaluation Flamingo Water Resource Center (FWRC) Demolition of Retired Facilities", consisting of 102 pages. The Technical Data contained in such report upon whose accuracy Contractor may rely are the boring logs, field testing, and laboratory test results. Appendix D of report includes data from the geotechnical investigation for the Membrane and Ozone (M&O) Chemical Facility Project – boring logs dated August 2019.
 2. Report dated February 22, 2019 prepared by Ninyo & Moore, 6700 Paradise Road, Suite E, Las Vegas, Nevada 89119, entitled "Initial Geotechnical Data Report Advanced Water Treatment (AWT) Weir Structure", consisting of 39 pages. The Technical Data contained in such report upon whose accuracy Contractor may rely are the boring logs, field testing and laboratory test results.
 3. Report dated August 26, 2013 prepared by Ninyo & Moore, 6700 Paradise Road, Suite E, Las Vegas, Nevada 89119, entitled "Groundwater Aquifer Testing Report Clark County Water Reclamation District", consisting of 148 pages. The Technical Data contained in such report upon whose accuracy Contractor may rely are the boring logs, field testing and laboratory test results.
 4. Report dated August 31, 2011 prepared by Ninyo & Moore, 6700 Paradise Road, Suite E, Las Vegas, Nevada 89119, entitled "Geotechnical Data Report Central Plant Effluent Reuse Water Pump Station Clark County Water Reclamation", consisting of 21 pages. The Technical Data contained in such report upon whose accuracy Contractor may rely are the boring logs, field testing and laboratory test results.
 5. Report dated September 29, 2011 prepared by Ninyo & Moore, 6700 Paradise Road, Suite E, Las Vegas, Nevada 89119, entitled "Geotechnical Data Report 66-inch Force Main Rehabilitation Clark County Water Reclamation", consisting of 35 pages. The Technical Data contained in such report upon whose accuracy Contractor may rely are the boring logs, field testing and laboratory test results.
 6. Report dated March 12, 2007 prepared by Ninyo & Moore, 6700 Paradise Road, Suite E, Las Vegas, Nevada 89119, entitled "Geotechnical Evaluation Proposed Fleet Maintenance Shop Extension Clark County, Nevada", consisting of 41 pages. The Technical Data contained in such report upon whose accuracy Contractor may rely are the boring logs, field testing and laboratory test results.
- E. Contractor may request copies of reports identified in SC 5.03.C that were not included with the Bidding Documents from Engineer.

SC-5.05 Add the following new paragraphs immediately after Paragraph 5.05.E:

- F. *Record Drawings*: The following record drawings relating to the existing surface facilities and underground facilities at or adjacent to the Site are known to Owner:
1. Drawings dated SEPTEMBER 1976, prepared by NECON NEVADA ENVIRONMENTAL CONSULTANTS, NEVADA, entitled: "CONTRACT DOCUMENTS PLANS FOR THE CONSTRUCTION OF CLARK COUNTY, NEVADA ADVANCED WASTEWATER TREATMENT PLANT", consisting of 745 pages.
 2. Drawings dated OCTOBER 2015, prepared by MWH, LAS VEGAS, NEVADA, entitled: "CLARK COUNTY WATER RECLAMATION DISTRICT AWT MEMBRANE /OZONATION FACILITIES PHASE 1 DRAWINGS VOLUME IV OF IV BID NO. TS-0586 (SECOND REBID) PWP NO. CL-2010-248", consisting of 485 pages.
 3. Drawings dated JANUARY 2003, prepared by HANBURY EVANS NEWILL VLATTAS, NORFOLK, VA, entitled: "NEWAWT LABORATORY PROJECT NO. 384 BID NO. TS-0384", consisting of 215 pages.
 4. Drawings dated SEPTEMBER 1992, prepared by BLACK & VEATCH ENGINEERS - ARCHITECTS, LAS VEGAS, NEVADA, entitled: "CLARK COUNTY SANITATION DISTRICT CENTRAL PLANT EXPANSION PHASE 1 DECHLORINATION AND FLOW SPLITTING BID NO. 330 B&V PROJECT NO. 15225 C.C.S.D. PROJECT NO. 222", consisting of 53 pages.
 5. Drawings dated MARCH 2010, prepared by CH2MHILL, entitled: "CLARK COUNTY WATER RECLAMATION, DISTRICT SOLIDS DEWATERING FACILITY CCWRD PROJECT NO.554 PWP NO. CL-2006-281", consisting of 769 pages.
 6. Drawings dated JANUARY 2000, prepared by KENNEDY/JENKS CONSULTANTS, LAS VEGAS, NV & BROWN AND CALDWELL, PORTLAND, OREGON, entitled: "CLARK COUNTY SANITATION DISTRICT ADVANCED WASTEWATER TREATMENT PLANT ULTRAVIOLET LIGHT DISINFECTION AND CHEMICAL FEED FACILITIES PROJECT No. 359 BID No. TS-0359", consisting of 122 pages.
 7. Drawings dated JANUARY 2009, prepared by LOCKWOOD, ANDREWS & NEWNAM, INC. A LEO A DALY COMPANY, HOUSTON, TX, entitled: "PRIMARY EFFLUENT PUMP STATION - PHASE III EXPANSION CCWRD PROJECT NO. 617", consisting of 133 pages.
 8. Drawings dated NOVEMBER 2005, prepared by BERRYMAN HENIGAR, LAS VEGAS, NV, entitled: "SEWAGE TREATMENT PLANT DEMOLITION PLANS PROJECT No. 468 BID No. TS-0468", consisting of 24 pages.
 9. Drawings dated APRIL 1996, prepared by BLACK & VEATCH, LAS VEGAS, NEVADA, entitled: "CLARK COUNTY SANITATION DISTRICT

ADVANCED SECONDARY WWTP PROJECT NO. B&V 15225
C.C.S.D.222", consisting of 818 pages.

10. Drawings dated JULY 2003, prepared by BLACK & VEATCH, LAS VEGAS, NEVADA, entitled: "PRIMARY FACILITIES PROJECT BID NUMBER TS-0391 CCSD PROJECT NO. 391 PWP NO. CL-2001-26 B&V PROJECT NO.61552", consisting of 192 pages.

11. Drawings dated DECEMBER 1999, prepared by KENNEDY/JENKS CONSULTANTS, LAS VEGAS, NV, entitled: "SOIL BED FILTERS TFP HEADWORKS/PRIMARY CLARIFIER PHASE II SOIL BED SCRUBBER", consisting of 10 pages.

12. Drawings dated JANUARY 2013, prepared by BROWN AND CALDWELL, LAS VEGAS, NV, entitled: "CENTRAL PLANT ERW PUMP STATION AND 66-INCH FM REHABILITATION CCWRD NO. 653P01", consisting of 97 pages.

G. Contractor may request copies of record drawings identified in SC-5.05.F that were not included with the Bidding Documents from Engineer.

SC-5.06 Hazardous Environmental Conditions

SC-5.06 Add the following subparagraphs 5.06.A.1:

1. The following reports regarding Hazardous Environmental Conditions at the Site are known to Owner:
 - a. Report dated June 2020, prepared by Ninyo & Moore, 6700 Paradise Road, Suite E, Las Vegas, Nevada, entitled: "Pre-Demolition Asbestos and Lead Based Paint Survey", consisting of 163 pages. The Technical Data contained in such report upon whose accuracy Contractor may rely are Asbestos and Lead Analytical Reports and Suspect Lead Containing Surfaces XRF Results.

SC 5.07 Add the following new paragraph immediately after Paragraph 5.06:

SC-5.07 Archaeological Statement

- A. If the on-site inspector or any of Owner's agents observes anything that in his opinion may be an artifact, site, or other historic, prehistoric, or paleoenvironmental evidence on or in any portion of the Work, Owner shall direct Contractor to cease Work on such portion of the Project as Owner deems necessary to protect the discovery. Contractor shall immediately cease Work on that portion of the Project as directed by Owner.
- B. If possible, Contractor shall move the crew and equipment that were working on the discontinued portion to another portion of the Project, which move shall be made without cost to Owner. No extra compensation shall be paid to Contractor so long as the crew and equipment that were working on the discontinued portion can work on any other portion of the Project.
- C. If it is not possible for Contractor to move the crew and equipment that were working on the discontinued portion to another portion of the Project, and

after Contractor has taken all other reasonable measures to otherwise mitigate its damages, Owner shall compensate Contractor as follows:

1. Reimburse the actual expenditure for labor and equipment necessarily idled by the cessation of Work for the balance of the Day on which Owner directs the cessation of Work (hereinafter called the "First Day"). Pay the daily rental value of all equipment necessarily idled by the cessation of Work for the Day following the First Day (hereinafter called the "Second Day") so long as the Second Day was a scheduled working Day, unless Owner directs Contractor to resume Work on the discontinued portion prior to 5:00 p.m. on the First Day.
- D. Contractor shall resume Work on the discontinued portion of the Project on the next working Day following the Second Day, unless Owner directs in writing that the cessation continue. In the event Owner directs that the cessation of Work continue, the Contractor shall resume Work on the discontinued portion on the second working Day following the Day of receipt of the written direction from Owner.
- E. In the event Owner directs that a cessation of Work continue, Owner shall pay to Contractor the daily stand-by rental value of all equipment, in accordance with Article 13, necessarily idled by the cessation of Work until Work is resumed or until the equipment is removed from the Project Site pursuant to directions from Owner.
- F. Owner may in its sole discretion direct the Contractor to remove equipment idled by a cessation of Work from the Site. In the event equipment is ordered removed, Owner shall pay the actual cost of its transportation from the Site to its usual place of storage within Clark County.
- G. The time for completion shall be extended for the number of days that Work on any portion of the Project has ceased under a Change Order to the extent that the work being ceased is on the critical path of the Project and it is impossible for Contractor to avoid the delay to the overall Project. If Work on a portion of the Project has ceased and equipment has been removed under Owner's direction, Owner shall give Contractor written notice to resume Work on the discontinued portion at least 5 days before the day the Work is to be resumed. Owner shall pay the actual cost of transportation of equipment removed at Owner's direction from the equipment's usual place of storage within Clark County to the Site.
- H. The daily rental value of equipment under this Change Order shall be the value for the equipment set forth in Article 13.

ARTICLE 6 – BONDS AND INSURANCE

SC-6.01 *Performance, Payment, and Other Bonds*

SC 6.02 Add the following to the first sentence of Paragraph D:

If requested by Contractor,

SC 6.03 Delete Paragraph 6.01.B in its entirety and insert the following:

B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. Surety shall also have an A.M. Best rating of A or better. 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 shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

SC-6.03 *Contractor's Liability Insurance*

SC 6.03 Delete Paragraph 6.03.C.2 in its entirety and insert the following:

Blanket contractual liability coverage, to the extent permitted by law.

SC 6.03 Add the following to the beginning of the first sentence of Paragraph 6.03.F:

If Contractor will bring pollutants onto the Site.

SC 6.03 *Delete Paragraph 6.03.G in its entirety and insert the following:*

The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner, its elected and appointed trustees, directors, officers, officials, employees, volunteers, Design Consultant, and their subconsultant, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis.

SC 6.03 Delete Paragraph 6.03.1.3 in its entirety and insert the following:

3. Contain a provision or endorsement that the coverage afforded shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the Owner, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to the Owner. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner and each other insured under the policy.

SC 6.03 Add the following new paragraphs immediately after Paragraph 6.03.J:

K. The insurance required by Paragraph 6.03 of the General Conditions shall provide coverage limits for not less than the following amounts or greater where required by Laws and Regulations:

1. Workers' Compensation, and related coverages under Paragraphs 6.03.A.1 and A.2 of the General Conditions:

State: Statutory
Federal, if applicable (e.g., Longshoreman's): Statutory
Foreign voluntary worker compensation Statutory

2. Contractor's Commercial General Liability under Paragraphs 6.03.B and 6.03.C of the General Conditions:

General Aggregate \$ 2,000,000
Products - Completed Operations Aggregate \$ 2,000,000
Personal and Advertising Injury \$ 1,000,000
Each Occurrence (Bodily Injury and Property Damage) \$ 1,000,000

3. Automobile Liability under Paragraph 6.03.D. of the General Conditions:
Combined Single Limit of \$ 1,000,000

4. Excess or Umbrella Liability:
Per Occurrence \$ 2,000,000
General Aggregate \$ 2,000,000

5. Contractor's Pollution Liability:
Each Occurrence \$ 1,000,000
General Aggregate \$ 1,000,000

6. If box is checked, Contractor is not required to provide Contractor's Pollution Liability insurance under this Contract
Additional Insureds: In addition to Owner and Engineer, Contractor shall include as additional insureds the following: None

7. Contractor's Professional Liability:

Each Claim	\$ 1,000,000
Annual Aggregate	\$ 1,000,000

- L. *Waiver of Subrogation for Liability:* Subcontractor hereby waives, releases, and discharges all rights of recovery by subrogation or otherwise (including, without limitation, claims relating to deductible clauses, inadequacy of limits of any insurance policy, insolvency of any insurer, limitations or exclusions of coverage) against Contractor, any lender on the Project, any Indemnitee, and any of their consultants, subcontractors, agents, employees and representatives. A waiver of subrogation shall be effective as to any individual or entity even if such individual or entity (a) would otherwise have a duty of indemnification, contractual or otherwise, (b) did not pay the insurance premium directly or indirectly, and (c) whether or not such individual or entity has an insurable interest in the property damaged. By endorsement (I.S.O. Form CG 24 04 10 93 or its equivalent), the Contractor's general liability, automobile liability or workers' compensation insurance carriers, including excess and/or umbrella liability policies, if applicable, shall waive their rights of recovery or subrogation against the Owner. Contractor hereby releases and waives any and all rights of recovery from or against Owner, Owner's affiliates and their respective officers, directors, managers, members, partners, principals, employees, agents, or authorized volunteers (collectively, "Owner Parties") for any loss or damage, including consequential loss or damage, caused by any peril or perils (including negligent acts) enumerated in any form of insurance policy required to be maintained by Contractor hereunder. Each such policy of insurance will also contain an express waiver of any and all rights of subrogation thereunder whatsoever against all Owner Parties.

SC-6.05 *Property Insurance*

SC-6.05.A Delete Paragraph 6.05.A in its entirety and insert the following in its place:

- A. *Builder's Risk:* Owner will carry builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amount as may be provided in the Supplementary Conditions or required by Laws and Regulations). Contractor may, at its option, purchase and maintain builder's risk insurance. Owner's Builder's Risk Policy is included as an attachment to the Supplementary Conditions.

SC-6.05 Delete Paragraphs 6.05.B and 6.05.C in their entirety and insert the following in their place:

- B. Not Used.
- C. Deductibles: Contractor shall pay any policy deductible for any builder's risk or property insurance.

SC-6.05.G. Add the following new paragraphs immediately after Paragraph 6.05.F:

- G. Contractor shall provide and maintain installation floater insurance for property under the care, custody, or control of Contractor. The installation

floaters insurance shall be a broad form or "all risk" policy providing coverage for all materials, supplies, machinery, fixtures, and equipment that will be incorporated into the Work. Coverage under the Contractor's installation floaters will include:

1. any loss to property while in transit,
2. any loss at the Site, and
3. any loss while in storage, both on-site and off-site.

H. Installation floaters coverage cannot be contingent on an external cause or risk, or limited to property for which the Contractor is legally liable. The Contractor will be solely responsible for any deductible carried under this coverage and claims on materials, supplies, machinery, fixture, and equipment that will be incorporated into the Work while in transit or in storage. This policy will include a waiver of subrogation applicable to Owner, Contractor, Engineer, all Subcontractors, and the officers, directors, partners, employees, agents and other consultants and subcontractors of any of them.

SC 6.06 Waiver of Rights

SC 6.06 Delete Paragraphs 6.06.B and 6.06.C in their entirety and insert the following in their place:

- B. Not Used.
- C. Not Used.

SC 6.06 Add the following immediately after Paragraph 6.06.D:

E. Nothing contained in this Section 6.05, or elsewhere in these General Conditions, shall waive or modify in any way immunities and liability limitations afforded owner under applicable Laws, including but not limited to, under NRS Chapter 41.

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

SC-7.02 *Labor; Working Hours*

SC-7.02 Add the following new paragraphs immediately after Paragraph 7.02.B:

C. Regular Working Days/Hours

1. The established regular working hours are 6:00 a.m. to 3:30 p.m. excluding Saturdays, Sundays, and holidays observed by Owner.
2. Excluding Holidays listed below:

- a. Martin Luther King, Jr. Birthday
- b. Presidents Day
- c. Memorial Day
- d. Independence Day
- e. Labor Day
- f. Nevada Day

- g. Veteran's Day
 - h. Thanksgiving Day
 - i. Christmas Day
 - j. New Year's Day
- D. Overtime and Call Back Time.
- 1. Should Contractor desire to Work outside these established regular working hours, Contractor may request to do so by notifying Owner no later than 9:00 a.m. on the Owner work day immediately preceding the day when Work outside regular working hours is proposed, except in the case of an emergency as required by paragraph 7.15.
 - 2. Owner may assess inspection overtime charges against Contractor if Contractor performed Work outside regular working hours. Contractor shall be required to sign a document which constitutes acceptance of such an inspection charge. The minimum inspection charge is \$150 per hour for each hour or portion thereof worked before or after regular working hours. The minimum call back charge is \$450 for the first three (3) hours or portion thereof and \$150 per additional hour for each hour or portion thereof for Work when Owner must return to work site with less than twelve (12) hours' notice.
 - 3. Inspection time charged will include time for travel to and from the Owner's main office located at 5857 East Flamingo Road. In outlying areas not located at or near 5857 East Flamingo Road, the Contractor may be charged for travel time to and from 5857 East Flamingo Road, regardless if the Contractor is working within or outside regular working hours.
 - 4. Inspection time charged shall also include time spent preparing Inspectors' Daily Field Reports. 5. Inspection of the Work shall not relieve Contractor of any of Contractor's obligations to fulfill the Contract as prescribed. Defective Work shall be made good, and unsuitable materials shall be rejected.
 - D. Night Work may be undertaken as a regular procedure only with the written permission of the Owner. Such permission may be revoked by Owner at any time.
 - E. Except as otherwise provided in this Paragraph, the Contractor shall receive no additional compensation for overtime work under emergency conditions if emergency conditions are caused by Contractor action or inaction. Additional compensation will be paid to Contractor for overtime Work only in the event extra Work is ordered by Owner and the Change Order specifically authorizes the use of overtime Work in accordance with prevailing wage rates.

SC-7.06 Concerning Subcontractors, Suppliers, and Others

SC-7.06 Delete Paragraph 7.06.F in its entirety and insert the following in its place:

- F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work,

then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.

SC-7.07 Patent Fees and Royalties

SC-7.07 Delete Paragraph 7.07.B in its entirety and insert the following in its place:

B. Not Used.

SC-7.15 Emergencies

SC-7.15.A Amend the last sentence of Paragraph 7.15.A. to read as follows:

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

SC-7.17 Contractor's General Warranty and Guarantee

SC-7.17.B.1 Delete Paragraph 7.17.B.1 in its entirety and insert the following in its place:

SC-7.17.B.1 Not Used.

SC-7.18 Indemnification

SC-7.18.C Delete Paragraph 7.18.C (but not any subparagraphs) and insert the following in its place:

C. The indemnification obligations of Contractor under Paragraph 7.18.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors to the extent it arises out of:

SC-7.20 Prevailing Wage Rates

SC 7.20 Add the following new paragraphs immediately after Paragraph 7.19 of the General Conditions:

A. Contractor and Subcontractors are bound by and must comply with all federal, state and local laws about minimum wages, overtime Work, hiring and discrimination, including, but without limitation, NRS 338.020 through 338.090. Contractor shall ensure that all employees on the Work are paid in accordance with the current prevailing wage rates as approved by the state labor commissioner, whenever the actual value of the Contract meets or exceeds the minimum value threshold set by Nevada law.

B. Contractor and each Subcontractor are required to submit to Owner a copy of all certified payroll reports for each calendar month no later than 15 days after the end of the month for the purposes of public inspection. Contractor is responsible for coordinating the submittal of all the certified payroll reports for the Project, including Contractor's certified payroll reports and the certified payroll reports of all the Subcontractors who are performing Work on the Project. Contractor shall not withhold from a Subcontractor the sums

necessary to cover any penalties withheld from Contractor by the public body because Contractor failed to submit certified payroll reports within 15 days after the end of the month, if the Subcontractor provided certified payroll reports to Contractor within 10 days after the end of the month or the date agreed upon by Contractor and Subcontractor. Contractor shall submit certified payroll reports and Certified Payroll Summary Report to the Owner using LCP Tracker and Unifier, respectively. Monthly submittal shall be considered Approved the date the Accept Status for all payrolls are marked ACCEPTED in LCP Tracker.”

- C. Contractor and all Subcontractors shall comply with the apprenticeship requirements described in NRS 338.01165 (Senate Bill 207 Apprenticeship Utilization Act). Forms for Contractor and Subcontractor use can be found on the Office of the Labor Commissioner website:
http://labor.nv.gov/Apprenticeship_Utilization_Act/Apprenticeship_Utilization_Act/.
- D. The electrical contractor shall employ an adequate staff of qualified and licensed electricians for the required manpower of the Project. All electricians conducting electrical work on the Project shall possess a valid Clark County Electrician's Card or IBEW Journeyman Wireman Official Receipt for the appropriate scope of work performed. Categories for electricians are Master and Journeyman Electrician, for all aspects of Electrical work. Licensed electricians and apprentices that are in an apprentice program that is certified by the State of Nevada shall be used for all electrical work including the installation of conduits in encased duct banks.
- E. Apprenticeship programs are a system of supervised training leading to certification in a trade, occupation, or craft. It combines on-the-job training with classroom-related instruction and should be approved by the Nevada Apprenticeship Council and pursuant to NRS 610.020. The ratio of Apprentices to Journeymen on a project should be in accordance with the Apprenticeship Council. The electricians working on this Project shall require a ratio of Apprentices to Journeymen to be more stringent than the Apprenticeship Council. This Project requires a ratio of one (1) Apprentice to four (4) Journeymen. Due to the specialization and complexity the Work, the electrical contractor also must meet the following qualifications:
 - 1. Maintained an Electrical Subcontractor license for the past five years.
 - 2. Have a compliant record with the State Contractors Boards for all states (meaning no active or pending disciplinary actions within the past five years).
 - 3. Must have a minimum of five years' experience in at least three industrial projects of at least equal scope and complexity of the Project.

SC-7.21 Equal Opportunity

- SC 7.21 Add the following new paragraphs immediately after Paragraph 7.21 of the General Conditions:
- A. Contractor and Subcontractors must comply with the Owner's current Equal Opportunity, Non-Discrimination, and Anti-Harassment Policy in all interactions with Owner personnel or agents of the Owner.
 - B. The Contractor may obtain the current Equal Opportunity, Non-Discrimination, and Anti-Harassment Policy on the Clark County Office of Diversity website.

ARTICLE 8 – OTHER WORK AT THE SITE

ARTICLE 9 – OWNER'S RESPONSIBILITIES

SC-9.01 Communications to Contractor

- SC-9.01 Delete Paragraph 9.01.A in its entirety and insert the following in its place:
- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications directly to Contractor and receive all communications directly from Contractor.

SC-9.02 Replacement of Engineer

- SC-9.02 Rename Paragraph to be "Replacement of Design Consultant"
- SC-9.02 Delete Paragraph 9.01.A in its entirety and insert the following in its place:
- A. Owner may at its discretion appoint a Design Consultant to replace Design Consultant, provided Contractor makes no reasonable objection to the replacement Design Consultant. The replacement Design Consultant's status under the Contract Documents shall be that of the former Design Consultant.

SC-9.11 Evidence of Financial Arrangements

- SC-9.11.A Delete Paragraph 9.11.A in its entirety and insert the following in its place:
- A. Not Used.

SC-9.13 Owner's Site Representative

- SC-9.13 Add the following new paragraph immediately after Paragraph 9.12 of the General Conditions:
- A. Owner will represent Owner at the Site to observe progress and quality of the Work.

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

SC-10 Engineer's Status During Construction

SC-10 Delete Article 10 Title in its entirety and replace with the following Title:

ARTICLE 10 – DESIGN CONSULTANT'S STATUS DURING CONSTRUCTION

SC-10.01 Owner's Representative

SC-10.01 Delete Paragraph 10.01.A in its entirety and insert the following paragraphs in its place:

- A. Owner will be Owner's representative during the construction period.
- B. Owner may, at Owner's discretion, defer to Design Consultant where the Contract Documents refer to "Owner," "District," "CCWRD," "Engineer," and other similar terms.

SC-10.02 Visits to Site

SC-10.02 Delete Paragraph 10.02.A and 10.02.B in their entirety and insert the following in their place:

- A. Design Consultant may make visits to the Site at intervals appropriate to the various stages of construction as Owner deems necessary to observe 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, Design Consultant, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Design Consultant will not make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Design Consultant's efforts will be directed toward providing for Owner an opinion as to the degree to which the Work conforms generally to the Contract Documents. Based on such visits and observations, Design Consultant will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Design Consultant 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.

SC-10.03 Project Representative

SC-10.03 Delete Paragraph 10.03.A in its entirety and insert the following in its place:

- A. Design Consultant will not furnish a Resident Project Representative to represent Design Consultant at the Site or assist Design Consultant in observing the progress and quality of the Work.

SC-10.04 Rejecting Defective Work

SC-10.04 Delete Paragraph 10.04.A in its entirety and insert the following in its place:
A. Not used.

SC-10.05 Shop Drawings, Change Orders and Payments

SC-10.05 Delete Paragraph 10.05.A through 10.05.D in their entirety and insert the following in their place:
A. Not used.

SC-10.06 Determinations for Unit Price Work

SC-10.06 Delete Paragraph 10.06.A in its entirety and insert the following in its place:
A. Not used.

SC-10.07 Decisions on Requirements of Contract Documents and Acceptability of Work

SC-10.07 Delete Paragraph 10.07.A in its entirety and insert the following in its place:
A. Not used.

SC-10.08 Limitations on Engineer's Authority and Responsibilities

SC-10.08 Delete Paragraph 10.08.A through 10.08.E in their entirety and insert the following in their place:
A. Not used.

SC-10.09 Compliance with Safety Program

SC-10.09 Delete Paragraph 10.09.A in its entirety and insert the following in its place:
A. While at the Site, Design Consultant's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs (if any) of which Design Consultant has been informed.

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

SC-11.04 Change of Contract Price

SC-11.04.C.2.a and SC-11.04.C.2.b Delete Paragraphs 11.04.C.2.a and 11.94.C.2.b in its entirety and insert the following in its place:
a. for costs incurred under Paragraphs 13.01.B.1, the Contractor's fee shall be 15 percent.
b. for costs incurred under Paragraphs 13.01.B.2 and 13.01.B.3, the Contractor's fee shall be 5 percent.

SC-11.07 Execution of Change Orders

SC-11.07.B Delete Paragraph 11.07.B in its entirety and insert the following in its place:

- B. If Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect upon execution by Owner, as if fully executed by Contractor and Owner.

ARTICLE 12 – CLAIMS

12.01 Claims

SC-12.01.F.1 Add the following new paragraph immediately after Paragraph 12.01.F.:

- 1. *Work Directive*: Owner will issue Contractor a Work Directive to direct Contractor to proceed with the Work in situations where Owner does not agree with Contractor's Claim.

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

SC-13.01 Cost of the Work

SC 13.01.B. Delete Paragraph 13.01.B. in its entirety and insert the following in its place:

- B. Costs Included: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than the prevailing wage rates at the time of Bid opening of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:
 - 1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications defined in the prevailing wage rates at the time of bid opening. Such employees shall include, without limitation craftsmen, foreman, general foreman, superintendents, and all other personnel employed full time on the Work. Contractor may charge a maximum of 10 percent (total) of labor for all foreman, general foreman, and all other field supervisors combined. Payroll costs for employees not employed full time on the Work shall be apportioned based on their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, shall be included in the above to the extent authorized in writing by Owner. Contractor shall submit written documentation from an Officer of the Contractor to verify actual indirect labor costs, but in no event shall the indirect labor costs exceed 38 percent of direct labor costs. Direct labor costs equals the prevailing rates. Total labor cost equals direct labor cost and indirect labor cost.
 - 2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in

which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Costs for equipment and machinery owned or rented by Contractor, including any attachments essential to the Work, will be paid at a rate shown for such equipment, machinery, or attachments in the Blue Book for Construction Equipment, Volumes 1-3, published by Equipment Watch (Blue Book). An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all costs that can be charged for the use of the equipment, including but not limited to, operating costs, the costs of transportation, loading, unloading, assembly, dismantling, and removal. The cost of any such equipment or machinery, or parts thereof, shall cease to accrue when the use thereof is no longer necessary for the changed Work. Equipment or machinery with a value of less than \$1,000 will be considered small tools.
 - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in

accordance with Paragraph 6.05), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

SC-13.02 Allowances

SC 13.02.B Delete Paragraph 13.02.B in its entirety and insert the following in its place:

- 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 incorporated into the Work, and all applicable taxes; and
 - 2. Contractor's costs for unloading and handling on the Site, overhead, 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 because any of the foregoing will be valid.

SC-13.03 Unit Price Work

SC 13.03.E Delete Paragraph 13.03.E in its entirety and insert the following in its place:

- E. The unit price of an item of Unit Price Work shall be subject to reevaluation and adjustment under the following conditions:
 - 1. if the extended price of an item of Unit Price Work amounts to 5 percent or more of the Contract Price (based on estimated quantities at the time of Contract formation) and the variation in the quantity of that particular item of Unit Price Work actually furnished or performed by Contractor differs by more than 20 percent from the estimated quantity of such item indicated in the Agreement; and
 - 2. if there is no corresponding adjustment with respect to any other item of Work; and
 - 3. if Contractor believes that Contractor has incurred additional expense as a result thereof, Contractor may submit a Change Proposal, or if Owner believes that the quantity variation entitles Owner to an adjustment in the unit price, Owner may make a Claim, seeking an adjustment in the Contract Price.

ARTICLE 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

SC-14.02 Tests, Inspections, and Approvals

SC-14.02 Delete Paragraph 14.02.B in its entirety and insert the following in its place:

- B. Contractor 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.

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

SC-15.01 Progress Payments

SC-15.01.B.1 Delete Paragraph 15.01.B.1 in its entirety and insert the following in its place:

1. Between the 20th day of the current month and the 1st day of the succeeding month (but not more often than once a month), Contractor shall submit to Owner for review an Application for Payment filled out, signed by Contractor, and notarized covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

SC-15.01.B.3 Delete Paragraph 15.01.B.3 in its entirety and insert the following in its place:

3. The amount of retainage with respect to progress payments will be as stipulated in NRS 338.515.

SC-15.01.C.2.c Delete Paragraph 15.01.C.2.c in its entirety and insert the following in its place:

- c. the conditions precedent to Contractor's being entitled to such payment, including, but not limited to, schedule update, as-built documents, certified payroll, QC reports, submission of an updated schedule of payments, and monthly photographs, appear to have been fulfilled insofar as it is Owner's responsibility to observe the Work.

SC-15.01.D Delete Paragraph 15.01.D.1 in its entirety and insert the following in its place:

1. Thirty days after Owner receives the Application for Payment, the amount recommended (subject to any Owner set-offs) will be due and payable, and will be paid by Owner to Contractor.

5C-15.03 Substantial Completion

SC 15.03 Delete Paragraphs 15.03.A, 15.03.B, and 15.03.C in their entirety and insert the following in their place:

- A. When Contractor considers the entire Work ready for its intended use, Contractor shall notify Owner in writing that the entire Work is substantially complete and request that Owner issue a certificate of Substantial Completion. Written request prepared by Contractor shall include the following, at a minimum:
 1. Date on which the Contractor considers the entire Work ready for its intended use.
 2. An initial draft of punch list items to be completed or corrected before final payment.
 3. Written confirmation from all permitting agencies that they consider the Work substantially complete.
 4. Other documentation as requested by Owner.
- B. Promptly after Contractor's notification, Owner, Inspector, Design Consultant (if needed), and Contractor will inspect the Work to determine the status of completion.
- C. Owner will, within 14 days after inspection of the Work by Owner, Inspector, Design Consultant (if needed), and Contractor, notify Contractor in writing of whether the Owner determines the Work to be substantially complete.
 1. If Owner determines the Work to be substantially complete, Owner will issue to Contractor a certificate of Substantial Completion and a punch list of items to be completed or corrected before final payment. The certificate of Substantial Completion shall fix the date of Substantial Completion.
 2. If Owner determines the Work not to be substantially complete, Owner will provide to Contractor, in writing, the reasons for such determination and a list of items to be completed or corrected.

If some or all the Work determined not to be substantially complete will require re-inspection or re-testing by Design Consultant or other third-party consultant, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, shall 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, under Article 15, impose a reasonable set-off against payments due to Contractor.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

SC-17.02 Arbitration

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

SC-17.02 Arbitration

- A. All matters subject to final resolution under this Article will be decided by arbitration in accordance with the Comprehensive Arbitration Rules and Procedures of JAMS, subject to the conditions and limitations of this paragraph. This agreement to arbitrate and any other agreement or consent to arbitrate entered into will be specifically enforceable under the prevailing law of any court having jurisdiction.
- B. The demand for arbitration will be filed in writing with the other party to the Contract and with the selected arbitrator or arbitration provider. The demand for arbitration will be made within the specific time required in this Article, or if no specified time is applicable, within one (1) year after the matter in question has arisen, and in no event shall any such demand be made after the date when institution of legal or equitable proceedings would be barred by the applicable statute of limitations. The demand for arbitration should include specific reference to Paragraph SC-17.02.D below.
- C. No arbitration arising out of or relating to the Contract shall include by consolidation, joinder, or in any other manner any other individual or entity (including Design Consultant, and Design Consultant's consultants and the officers, directors, partners, agents, employees or consultants of any of them) who is not a party to this Contract unless:
 - 1. the inclusion of such other individual or entity is necessary if complete relief is to be afforded among those who are already parties to the arbitration; and
 - 2. such other individual or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration and which will arise in such proceedings.
- D. The award rendered by the arbitrator(s) shall be consistent with the agreement of the parties, in writing, and include a concise breakdown of the award and a written explanation of the award specifically citing the Contract provisions deemed applicable and relied on in making the award.
- E. The award will be final. Judgment may be entered upon it in any court having jurisdiction thereof, and it will not be subject to modification or appeal, subject to provisions of the Laws and Regulations relating to vacating or modifying an arbitral award.
- F. The fees and expenses of the arbitrators and any arbitration service shall be shared equally by Owner and Contractor.

SC-17.03 Attorneys' Fees

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

SC-17.03 Attorneys' Fees

- A. For any matter subject to final resolution under this Article, should Owner be the prevailing party, Owner shall be entitled to an award of its reasonable attorneys' fees and costs incurred in the final resolution proceedings.

END OF DOCUMENT

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**NOTICE TO POLICYHOLDERS
AUDIT OF POLICY**

Dear Insured:

Thank you for choosing the **GREAT AMERICAN INSURANCE GROUP** to fill your insurance needs. We are sending this notice to provide information regarding this policy and to assure you that we appreciate your business.

Your **GREAT AMERICAN** policy is auditable. Auditable means that all or part of your cost is an advance payment that is based on estimated exposures you and your agent provided to us. We need the actual amounts to determine the final price we should charge for your policy.

At the expiration of the coverage period of your policy, one of our audit professionals will contact you to confirm your actual business results.

The final audit for your insurance could result in no change, a refund or additional money due Great American.

Thanks again for doing business with us.

Sincerely,

Premium Audit Department
Great American Insurance Group

cc: Agent

Policyholder Notice Regarding Claims

Claims Handling Procedures

An important value of your insurance coverage is the insurer's ability and reputation for responding and handling a claim. Great American's Property & Inland Marine's Division is dedicated to offering excellent claims service to insureds.

Notices of each incident, claim, or suit must be immediately sent to the address, fax or email listed below.

Claims Mailing Address

Great American Insurance Group
301 E. Fourth Street, 21st Floor
Cincinnati, OH 45202-4201
Toll-Free: 800-584-0835
Fax: 800-811-4751
pinclaims@galg.com

Great American Insurance Group
Property & Inland Marine Claims
P.O. Box 5440
Cincinnati, OH 45201-5440

Property & Inland Marine After Hours Claim Services (USA only)

Claims Alert Hotline
Crawford and Company
866-354-0148 - Code 15797

After Hours Emergency Restorations/Clean-Up (USA only)

ServiceMaster
800-737-7663

A Claims Department representative will contact you directly to confirm receipt of the notice and to discuss further details of handling the claim.

Built on Relationships. Focused on Solutions.®

Service Minded. Solution Driven. Specialty Focused.

That's what we are, and what you can count on to help write more business. We're not your run-of-the-mill insurance company - we're one of the few carriers with a dedicated Property & Inland Marine Division, and in the industry segments we cover, we believe in our experience, so you'll work with individuals who only write these coverages and know them inside and out.

Great American Insurance Group, 301 E. Fourth St., Cincinnati, OH 45202. Policies are underwritten by Great American Insurance Company, Great American Assurance Company, Great American Alliance Insurance Company and Great American Insurance Company of New York, authorized insurers in all 50 states and the DC. The Great American Insurance Group eagle logo and the word marks Great American®, Great American Insurance Group®, and Built on Relationships. Focused on Solutions.® are registered service marks of Great American Insurance Company.

5586-PIM (01/18)

**POLICYHOLDER NOTICE
CERTAIN COMPUTER-RELATED LOSSES**

(Applicable to Commercial Fire, Commercial Inland Marine, and Crime Policies)

NO COVERAGE IS PROVIDED BY THIS POLICYHOLDER NOTICE NOR CAN IT BE CONSTRUED TO REPLACE ANY PROVISION OF YOUR POLICY. YOU SHOULD READ YOUR POLICY AND REVIEW YOUR DECLARATIONS PAGE FOR COMPLETE INFORMATION ON THE COVERAGES YOU ARE PROVIDED. IF THERE IS ANY CONFLICT BETWEEN THE POLICY AND THIS SUMMARY, THE PROVISIONS OF THE POLICY SHALL PREVAIL.

An exclusion has been added to your policy to explicitly state that coverage is not provided for loss caused by a computer's inability, or that of computerized or other electronic equipment, to properly recognize a particular date or time. An example of this is a loss caused by the inability of the computer to recognize the year 2000 (Y2K). However, coverage is provided under certain circumstances: if the computer's inability to recognize a date or time results in a covered cause of loss - - for example, fire - - the loss resulting from that fire will be covered.

Policy No. IMP 4000369 07 00
 Renewal Of IMP 4000369 06

POLICY COMMON DECLARATIONS

NAMED INSURED	Clark County Water RECLAMATION DISTRICT See IL7125
AND ADDRESS:	5857 East Flamingo Road Las Vegas, NV 89122

IN RETURN FOR PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.	AGENT'S NAME AND ADDRESS: RSG Specialty, LLC 1515 Market St Ste 1110 Philadelphia, PA 19102
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Insurance is afforded by the Company named below, a Capital Stock Corporation:
 Great American Insurance Company

POLICY PERIOD: From 09/01/2021 To 09/01/2022
 12:01 A.M. Standard Time at the address of the Named Insured

This policy consists of the following Coverage Parts for which a premium is indicated. This premium may be subject to adjustment.	
	Premium
Commercial Property	
Commercial General Liability	
Commercial Crime and Fidelity	
Commercial Inland Marine	\$ 10,000.00 *
Commercial Equipment Breakdown	
Commercial Auto	
Commercial Umbrella	
* Subject to Adjustment	
Total	\$ 10,000.00

FORMS AND ENDORSEMENTS applicable to all Coverage Parts and made part of this Policy at time of issue are listed on the attached Forms and Endorsements Schedule IL 88 01 (11/85).	POLICY ALTERNATE MAILING ADDRESS:
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FORMS AND ENDORSEMENTS SCHEDULE

It is hereby understood and agreed the following forms and endorsements are attached to and are a part of this policy:

	Form and Edition	Date Added * of Date Deleted	Form Description
1.	IL7001 10-07		BusinessPRO Policy Common Declarations
2.	IL0017 11-98		Common Policy Conditions
3.	IL0110 09-07		Nevada Changes - Concealment, Misrepresentation or Fraud
4.	IL0251 09-07		Nevada Changes - Cancellation and Nonrenewal
5.	IL0935 07-02		Exclusion of Certain Computer-Related Losses
6.	IL0952 01-15		Cap On Losses From Certified Acts Of Terrorism
7.	IL7268 09-09		In Witness Clause
8.	IL7273 08-08		Loss Prevention Services
9.	IL7125 03-11		Named Insured Endorsement
10.	IL7324 08-12		Economic And Trade Sanctions Clause
11.	IL7368 01-20		Disclosure Pursuant To Terrorism Risk Insurance Act
12.	IL7236 07-05		Nuclear, Biological or Chemical Exclusion

* If not at inception

COMMON POLICY CONDITIONS

All Coverage Parts included in this Policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this Policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this Policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this Policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

C. Examination of Your Books and Records

We may examine and audit your books and records as they relate to this Policy at any time during the policy period and up to three years afterward.

D. Inspections and Surveys

1. We have the right to:
 - a. make inspections and surveys at any time;
 - b. give you reports on the conditions we find; and
 - c. recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. are safe or healthful; or
 - b. comply with laws, regulations, codes or standards.
3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

B. Changes

This Policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this Policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this Policy.

E. Premiums

The first Named Insured shown in the Declarations:

1. is responsible for the payment of all premiums; and
2. will be the payee for any return premiums we pay.

F. Transfer of Your Rights and Duties Under this Policy

Your rights and duties under this Policy may not be transferred without our written con-

sent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEVADA CHANGES - CONCEALMENT, MISREPRESENTATION OR FRAUD

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART - FARM PROPERTY - OTHER FARM PROVISIONS FORM - ADDITIONAL
COVERAGES, CONDITIONS, DEFINITIONS
FARM COVERAGE PART - LIVESTOCK COVERAGE FORM
FARM COVERAGE PART - MOBILE AGRICULTURAL MACHINERY
AND EQUIPMENT COVERAGE FORM
STANDARD PROPERTY POLICY

The **Concealment, Misrepresentation or Fraud** Condition is replaced by the following:

Concealment, Misrepresentation or Fraud

We will not pay for any loss ("loss") or damage in any case of:

1. concealment or misrepresentation of a material fact; or
 2. fraud:
- committed by an insured ("insured") at any time and relating to a claim under this Policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEVADA CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

- CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
- COMMERCIAL AUTOMOBILE COVERAGE PART
- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- COMMERCIAL INLAND MARINE COVERAGE PART
- COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
- COMMERCIAL PROPERTY COVERAGE PART
- CRIME AND FIDELITY COVERAGE PART
- EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
- EQUIPMENT BREAKDOWN COVERAGE PART
- FARM COVERAGE PART
- FARM UMBRELLA LIABILITY POLICY
- LIQUOR LIABILITY COVERAGE PART
- POLLUTION LIABILITY COVERAGE PART
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. The following are added to the **Cancellation** Common Policy Condition:

7. a. Midterm Cancellation

If this Policy has been in effect for 70 days or more, or if this Policy is a renewal of a policy we issued, we may cancel only for one or more of the following reasons:

- (1) nonpayment of premium;
- (2) conviction of the Insured of a crime arising out of acts increasing the hazard insured against;
- (3) discovery of fraud or material misrepresentation in obtaining the Policy or in presenting a claim thereunder;
- (4) discovery of an act or omission or a violation of any condition of the Policy which occurred after the first effective date of the current policy, and substantially and materially increases the hazard insured against;

(5) a material change in the nature or extent of the risk occurring after the first effective date of the current policy, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the Policy was issued or last renewed;

(6) a determination by the Commissioner that continuation of our present volume of premiums would jeopardize our solvency or be hazardous to the interests of our policyholders, creditors or the public;

(7) a determination by the Commissioner that the continuation of the Policy would violate, or place us in violation of, any provision of the code.

b. Anniversary Cancellation

If this Policy is written for a term longer than one year, we may cancel for any reason at an anniversary, by mailing or delivering written notice of

cancellation to the first Named Insured at the last mailing address known to us at least 60 days before the anniversary date.

B. The following is added as an additional condition and supersedes any other provision to the contrary:

Nonrenewal

1. If we elect not to renew this Policy, we will mail or deliver to the first Named Insured shown in the Declarations a notice of intention not to renew at least 60 days before the agreed expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

2. We need not provide this notice if:

- a. you have accepted replacement coverage;
- b. you have requested or agreed to non-renewal; or
- c. this Policy is expressly designated as nonrenewable.

C. Notices

1. Notice of cancellation or nonrenewal in accordance with **A.** and **B.** above, will be mailed, first class or certified, or delivered to the first Named Insured at the last mailing address known to us and will state the reason for cancellation or nonrenewal.

2. We will also provide a copy of the notice of cancellation, for both policies in effect less than 70 days and policies in effect 70 days or more, to the agent who wrote the Policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTAIN COMPUTER-RELATED LOSSES

This endorsement modifies insurance provided under the following:

COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
STANDARD PROPERTY POLICY

A. We will not pay for the loss ("loss") or damage caused directly or indirectly by the following. Such loss ("loss") or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss ("loss") or damage.

1. The failure, malfunction or inadequacy of:

a. any of the following, whether belonging to any Insured or to others:

- (1)** computer hardware, including microprocessors;
- (2)** computer application software;
- (3)** computer operating systems and related software;
- (4)** computer networks;
- (5)** microprocessors (computer chips) not part of any computer system; or
- (6)** any other computerized or electronic equipment or components; or

b. any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in Paragraph **A.1.a.** of this endorsement;

due to the inability to correctly recognize, process, distinguish, interpret or accept one or more dates or times. An example is the inability of computer software to recognize the year 2000.

2. Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify or test for, any potential or actual problems described in Paragraph **A.1.** of this endorsement.

B. If an excluded Cause of Loss as described in Paragraph **A.** of this endorsement results:

1. in a Covered Cause of Loss under the Crime and Fidelity Coverage Part, the Commercial Inland Marine Coverage Part or the Standard Property Policy; or

2. under the Commercial Property Coverage Part:

a. in a "Specified Cause of Loss," or in elevator collision resulting from mechanical breakdown, under the Causes of Loss - Special Form; or

b. in a Covered Cause of Loss under the Causes of Loss - Basic Form or the Causes of Loss - Broad Form;

we will pay only for the loss ("loss") or damage caused by such "Specified Cause of Loss," elevator collision, or Covered Cause of Loss.

C. We will not pay for repair, replacement or modification of any items in Paragraphs **A.1.a.** and **A.1.b.** of this endorsement to correct any deficiencies or change any features.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
STANDARD PROPERTY POLICY

A. Cap On Certified Terrorism Losses

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

B. Application Of Exclusions

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro-rata allocation in accordance with procedures established by the Secretary of the Treasury.

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Coverage Part or Policy, such as losses excluded by the Nuclear Hazard Exclusion or the War and Military Action Exclusion.

IN WITNESS CLAUSE

In Witness Whereof, we have caused this Policy to be executed and attested, and, if required by state law, this Policy shall not be valid unless countersigned by our authorized representative.



PRESIDENT



SECRETARY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LOSS PREVENTION SERVICES

This endorsement modifies insurance provided under the following:

COMMON POLICY CONDITIONS

The following is added to the **Common Policy Conditions**

G. Loss Prevention Services

At our cost, we may provide or recommend a broad range of loss prevention services designed to improve the acceptability of an insured. These services may require your cooperation to make them effective.

We provide these services based on need as indicated by the size, hazard and experience of your operation. We may elect to provide these services through another entity.

In addition to inspections and surveys, referenced in **D. Inspections and Surveys**, these services may include, but are not limited

to, safety and prevention training, consultations, safety devices, health screenings and analyses of accident causes.

We are not obligated to provide any loss prevention services and any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

- a. are safe or healthful; or
- b. comply with laws, regulations, codes or standards.

This endorsement does not change any other provision of the Policy.

NAMED INSURED ENDORSEMENT

It is agreed that the Named Insured shown in the Declarations is amended to read as follows:

Clark County Water
RECLAMATION DISTRICT

Clark County Water Reclamation District
general contractors, subcontractors,
sub subcontractors, and material men as their interest may appear.

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

ECONOMIC AND TRADE SANCTIONS CLAUSE

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance.

THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

Schedule

Schedule - Part I

Terrorism Premium (Certified Acts) \$ 0.00

This premium is the total Certified Acts premium attributable to the following Coverage Part(s), Coverage Form(s) and/or Policy(ies): IMP 4000369 07 00

Additional Information, if any, concerning the terrorism premium:

Schedule - Part II

Federal share of terrorism losses is 80%
(Refer to Paragraph B. in this endorsement.)

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Disclosure of Premium

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in the Schedule of this endorsement or in the policy Declarations.

B. Disclosure of Federal Participation in Payment of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals a percentage (as shown in Part II of the Schedule of this endorsement) of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

C. Cap on Insurer Participation in Payment of Terrorism Losses

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR, BIOLOGICAL OR CHEMICAL EXCLUSION

This endorsement modifies insurance provided under the following:

- AGRIPAK® FARM AND RANCH POLICY
- AgriPro® AGRIBUSINESS® PROTECTION POLICY
- BOILER AND MACHINERY COVERAGE PART
- COMMERCIAL CRIME COVERAGE FORM
- COMMERCIAL CRIME POLICY
- COMMERCIAL INLAND MARINE COVERAGE PART
- COMMERCIAL INLAND MARINE POLICY
- COMMERCIAL PROPERTY COVERAGE PART
- EQUINE CARE, CUSTODY AND CONTROL COVERAGE FORM
- EQUINE CARE, CUSTODY OR CONTROL POLICY
- EQUIPMENT BREAKDOWN COVERAGE PART
- FARM COVERAGE PART
- GOVERNMENT CRIME COVERAGE FORM
- GOVERNMENT CRIME POLICY
- SAFEPAK® POLICY
- SELECT BUSINESS POLICY
- SELECT BUSINESS POLICY COVERAGE FORM

The following exclusion is added:

A. Nuclear, Biological or Chemical Exclusion

Notwithstanding any other provision of this policy, we will not pay for any loss or damage caused, directly or indirectly, in whole or in part, by any of the following, regardless of any other cause(s) or event(s) that may contribute concurrently or in any other sequence to the loss or damage:

1. Any actual, attempted, suspected, or threatened use of any "NBC material" as part of any plan, effort, or design, actually or apparently intended to cause any:
 - a. loss or damage to any tangible or intangible property, or
 - b. "bodily injury" or emotional distress.
2. Any actual, attempted, suspected, or threatened presence, spread, dissemination, release, escape, or distribution of any "NBC material" as a direct or indirect result

of any actual, attempted, suspected, or threatened plan, effort, or design, actually or apparently intended to cause any:

- a. loss or damage to any tangible or intangible property, or
- b. "bodily injury" or emotional distress.

However, if a hostile fire results, directly or indirectly, from 1. or 2. above, we will not pay for any loss or damage from that fire, unless an applicable statute of the state whose law applies to this insurance requires us to do so. This is so, even if another exclusion in this Coverage Form, Coverage Part, or Policy also applies, and under that other exclusion we would pay for loss or damage from that fire.

However, if an applicable statute of the state whose law applies to this insurance requires us to pay for loss or damage from that fire, then we will do so, but only

(a) to the extent necessary to satisfy the minimum mandatory requirements of that statute and

that causes damage to property or is harmful to human health. "NBC material" includes, but is not limited to:

(b) subject to all applicable policy provisions including the Limit of Insurance on the affected property.

(1) any radioactive substance or material, and the radiation it releases,

(2) any pathogen, bacterium, microbe, virus, or other organism,

(3) any substance or material produced by or from any pathogen, bacterium, microbe, virus, or other organism, and

(4) any poison, toxin, or other harmful chemical, substance, or material.

Such coverage for fire applies only to direct loss or damage by fire to Covered Property. Therefore, for example, the coverage does not apply to insurance provided under Business Income and/or Extra Expense Coverage Forms or Endorsements that apply to those coverage forms, or to the Legal Liability Coverage Form or the Leasehold Interest Coverage Form.

B. Definitions

The following definitions are added:

(5) the foregoing list (1) through (4) is only illustrative, and should not be construed as a complete, exclusive, or exhaustive list of all "NBC materials."

1. "NBC material"

2. "Bodily injury"

"NBC material" means any nuclear, biological, or chemical material or substance

"Bodily injury" includes any physical injury, disease, or death of any person.

Policy: IMP 4000369 07 00

**INLAND MARINE COVERAGE PART
DECLARATIONS PAGE**

NAMED INSURED: Clark County Water	POLICY PERIOD:
RECLAMATION DISTRICT	09/01/2021 to 09/01/2022

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

DESCRIPTION OF BUSINESS: Monthly Reporting Builders Risk

PREMIUM:

Premium for this Coverage Part: \$ 10,000.00

Premium shown is payable: \$ at Inception;
\$

FORMS AND ENDORSEMENTS applicable to all Coverage Parts and made part of this policy at time of issue are listed on the attached Forms and Endorsements Schedule CM 88 01 (1/1/85).

FORMS AND ENDORSEMENTS SCHEDULE

It is hereby understood and agreed the following forms and endorsements are attached to and are a part of this policy:

	Form and Edition	Date Added * or Date Deleted	Form Description
1.	CM7600 09-00		Inland Marine Coverage Part Declarations Page
2.	CM0001 09-04		Commercial Inland Marine Conditions
3.	CM8776 09-19		Cornerstone Complete Declarations
4.	CM8762 07-20		Cornerstone Complete Coverage Form
5.	CM8769 09-19		Cornerstone Complete Multiple Rate Endorsement
6.	CM8770 09-19		Cornerstone Complete Multiple Limit Endorsement
7.	CM8656 11-17		Marijuana Exclusion

* If not at inception

COMMERCIAL INLAND MARINE CONDITIONS

The following conditions apply in addition to the Common Policy Conditions and applicable Additional Conditions in **Commercial Inland Marine Coverage Forms**:

Loss Conditions

A. Abandonment

There can be no abandonment of any property to us.

B. Appraisal

If we and you disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

1. pay its chosen appraiser; and
2. bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

C. Duties in the Event of Loss

You must see that the following are done in the event of loss or damage to Covered Property:

1. Notify the police if a law may have been broken.
2. Give us prompt notice of the loss or damage. Include a description of the property involved.

3. As soon as possible, give us a description of how, when and where the loss or damage occurred.

4. Take all reasonable steps to protect the Covered Property from further damage, and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.

5. You will not, except at your own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

6. As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records.

Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.

7. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.

8. Send us a signed, sworn proof of loss containing the information we request to settle the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.

9. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit.

10. Cooperate with us in the investigation or settlement of the claim.

D. Insurance Under Two or More Coverages

If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

E. Loss Payment

1. We will give notice of our intentions within 30 days after we receive the sworn proof of loss.

2. We will not pay you more than your financial interest in the Covered Property.

3. We may adjust losses with the owners of lost or damaged property if other than you. If we pay the owners, such payments will satisfy your claim against us for the owners' property. We will not pay the owners more than their financial interest in the Covered Property.

4. We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.

5. We will pay for covered loss or damage within 30 days after we receive the sworn proof of loss if you have complied with all the terms of this Coverage Part and:

- a. we have reached agreement with you on the amount of the loss; or
- b. an appraisal award has been made.

6. We will not be liable for any part of a loss that has been paid or made good by others.

F. Other Insurance

1. You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this Coverage Part. If you do, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable

Limit of Insurance under this Coverage Part bears to the Limits of Insurance of all insurance covering on the same basis.

2. If there is other insurance covering the same loss or damage, other than that described in 1. above, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.

G. Pair, Sets or Parts

1. Pair or Set

In case of loss or damage to any part of a pair or set we may:

- a. repair or replace any part to restore the pair or set to its value before the loss or damage; or
- b. pay the difference between the value of the pair or set before and after the loss or damage.

2. Parts

In case of loss or damage to any part of Covered Property consisting of several parts when complete, we will only pay for the value of the lost or damaged part.

H. Recovered Property

If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, the property will be returned to you. You must then return to us the amount we paid to you for the property. We will pay recovery expenses and the expenses to repair the recovered property, subject to the Limit of Insurance.

I. Reinstatement of Limit After Loss

The Limit of Insurance will not be reduced by the payment of any claim, except for total loss or damage of a scheduled item, in which event we will refund the unearned premium on that item.

J. Transfer of Rights of Recovery Against Others to Us

If any person or organization to or for whom we make payment under this Coverage Part has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

1. Prior to a loss to your Covered Property.
2. After a loss to your Covered Property only if, at time of loss, that party is one of the following:
 - a. someone insured by this insurance; or
 - b. a business firm:
 - (1) owned or controlled by you; or
 - (2) that owns or controls you.

This will not restrict your insurance.

General Conditions

A. Concealment, Misrepresentation or Fraud

This Coverage Part is void in any case of fraud, intentional concealment or misrepresentation of a material fact, by you or any other insured, at any time, concerning:

1. this Coverage Part;
2. the Covered Property;
3. your interest in the Covered Property; or
4. a claim under this Coverage Part.

B. Control of Property

Any act or neglect of any person other than you beyond your direction or control will not affect this insurance.

The breach of any condition of this Coverage Part at any one or more locations will not affect coverage at any location where, at the time of loss or damage, the breach of condition does not exist.

C. Legal Action Against Us

No one may bring a legal action against us under this Coverage Part unless:

1. there has been full compliance with all the terms of this Coverage Part; and
2. the action is brought within 2 years after you first have knowledge of the direct loss or damage.

D. No Benefit to Bailee

No person or organization, other than you, having custody of Covered Property will benefit from this insurance.

E. Policy Period, Coverage Territory

We cover loss or damage commencing:

1. during the policy period shown in the Declarations; and
2. within the coverage territory.

F. Valuation

The value of property will be the least of the following amounts:

1. the actual cash value of that property;
2. the cost of reasonably restoring that property to its condition immediately before loss or damage; or
3. the cost of replacing that property with substantially identical property.

In the event of loss or damage, the value of property will be determined as of the time of loss or damage.

Policy No. IMP 4000369 07 00

CORNERSTONE COMPLETE® DECLARATIONS

NAMED INSURED: Clark County Water RECLAMATION DISTRICT	POLICY PERIOD 09/01/2021 to 09/01/2022
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1. **Coverage and Limits of Insurance:** Coverage is provided only if a Limit of Insurance is shown. The most we will pay for "loss" is:
- \$ 50,000,000 Any one "loss", but not more than:
 - i. \$ 50,000,000 New Construction at any one construction "project"
 - ii. \$ NOT COVERED "Usable Existing Structure(s)" at any one construction project"
 - iii. \$ 1,000,000 Time Element

2. **Additional Coverages:** Coverage is provided only if a Limit of Insurance is shown. The most we will pay for "loss" is:

Contract Damages	\$	50,000
Crane Re-Erection Cost	\$	NOT COVERED
Crime Reward	\$	10,000
Debris Removal		25 %
Additional Debris Removal	\$	500,000
Expediting and Extra Expense	\$	500,000
Fire Department Service Charges	\$	100,000
Fire Protection Equipment	\$	100,000
"Fungus"	\$	10,000
Green Coverage	\$	50,000
Landscape Property	\$	100,000
Loss Data Preparation	\$	100,000
Plans & Records	\$	25,000
Pollutant Clean Up and Removal	\$	25,000
"Project" Escalation and Change Order		5 %
Recycling and Salvage Expense	\$	10,000
Removal Expenses	\$	250,000
Sewer Backup	\$	250,000
Temporary Locations	\$	1,000,000
Temporary Structures/"Project" Trailers	\$	100,000
Office Trailer Contents	\$	100,000
Temporary Works	\$	100,000
Transit	\$	1,000,000

3. **Optional Coverages:** Coverage is provided only if a Limit of Insurance is shown.

Time Element

- i. Soft Costs
 - (X) a. Interest on construction loans and loan renegotiation costs \$ 1,000,000
 - (X) b. Advertising and promotional expenses
 - (X) c. Realty taxes, license fees or permit fees
 - (X) d. Architectural or engineering supervisory or consulting fees
 - (X) e. Lease renegotiation costs
 - (X) f. Insurance premiums (builders risk, workers comp and general liability)
 - () g.
- ii. Rental Value \$ NOT COVERED
- iii. Business Income \$ NOT COVERED

Equipment Breakdown

\$ NOT COVERED

Ordinance or Law

- A - Loss to Undamaged Portion of Building \$ COVERED
- B - Demolition Costg \$ 500,000
- C - Increased Cost of Construction \$ 500,000

Flood

\$ NOT COVERED any one loss
 \$ NOT COVERED any one policy year
 \$ NOT COVERED

Excludes "projects" within () "500 Year Flood Plain" or () "100 Year Flood Plain"

() See CM 8763 Schedule of "Projects" and Coverage

Earthquake

\$ NOT COVERED any one loss

() includes Earth Movement

\$ NOT COVERED any one policy year
 \$ NOT COVERED

() See CM 8763 Schedule of "Projects" and Coverage

Rain, Sleet, Snow, Hail or Ice

\$ NOT COVERED

Contingent Coverage - applies when selected ()

4. **Deductible:**

All Covered Causes of Loss unless separate amount is shown below \$ 20,000

() See endorsement

Time Element Waiting Period

2 Days

Equipment Breakdown

\$

Flood Direct Damage

\$

Flood Time Element

Days

Sewer Backup \$ 1,000
 Earthquake/Movement Direct Damage \$

or
 % of value at "Projects"

Deductible \$ and % of the value of the Covered Property at the "Projects" where the "loss" or damage occurs, but not less than \$

Earthquake/Movement Time Element Days
 Rain, Sleet, Snow, Hail or Ice \$
 Other: \$

If two or more deductibles would apply in any one "loss", only the largest single deductible will apply and that amount will be deducted. Time Element Waiting Period deductibles will apply separately.

5. Premium & Reporting:

Premium Basis: () Non-Reporting (X) Reporting

Premium: \$

Deposit Premium (if reporting): \$ 10,000 Minimum Premium (if reporting): \$ 1,000

Reporting Period: (X) Monthly () Quarterly () Annual () "Project" Completion

Premium Adjustment Period: (X) Monthly () Quarterly () Annual () "Project" Completion

Reporting Rate: \$ / term /per \$100 or (X) See Multiple Rate Endorsement

Reporting Base: (X) "Completed Value" () "Gross Revenue"

() "Gross Sales" () "Per Start"

() Other - See Endorsement

6. Valuation:

New Construction: "Replacement Cost" (X) including overhead and profit () excluding overhead and profit

Existing Structure: () "Functional Value" () "Actual Cash Value"

() "Replacement Cost" () Other - See Endorsement

See Policy for valuation for other covered property.

Coinsurance: () None (X) 100%

7. "Project" Description:

Various projects including wastewater treatment plants, pipelines and interceptors located throughout Clark County, Nevada as reported to us on a monthly basis.

CORNERSTONE COMPLETE® COVERAGE FORM

Various provisions of this Policy restrict coverage. Read the entire policy carefully to determine rights, duties, and what is or is not covered.

Throughout this Policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the company or companies providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **G. - Definitions**.

A. Coverage

We will pay for direct physical "loss" to Covered Property from any of the Covered Causes of Loss.

1. Covered Property, as used in this Coverage Form, means:

- a.** your property and property for which you are contractually responsible, in your care, custody or control, consisting of: building materials and supplies, furniture and appliances, equipment, machinery and fixtures; which are or are intended to become a permanent part of the covered "project" described in the Declarations.
- b.** fences, foundations, excavations, underground pipes, drains, paving, pilings, or cut, fill and backfill materials purchased which are or are intended to become a permanent part of the covered "project" described in the Declarations.
- c.** "Usable Existing Structure(s)" but only when a Limit of Insurance appears in the Policy Declarations.

2. Property Not Covered

Covered Property does not include:

- a.** Water;
- b.** Land, including land on which the property is located and the value of cut, fill and backfill materials that existed at the "project" site prior to the effective date of this Policy;
- c.** contractor's equipment, aircraft, motor vehicles, watercraft, machinery, tools or similar property which will not become a permanent part of the structure(s) at the "project(s)" described in the Declarations;
- d.** buildings or structures that existed at the "project" site prior to the effective date of this Policy, unless a limit for "Usable Existing Structure(s)" is shown in the Declarations, as described in Section **A.1.c.** above;
- e.** property while waterborne (other than while on regularly scheduled ferries or railroad car floats);
- f.** contraband or property in the course of illegal transportation or trade;
- g.** lawns, trees, shrubs, plants and growing crops, except as covered in **5. Additional Coverages, k. Landscape Property**;
- h.** accounts, bills, currency, deeds, evidences of debt, money, notes or securities.

3. Covered Cause of Loss

Covered Cause of Loss means risk of direct physical "loss" to Covered Property, except those causes of "loss" listed in the Exclusions.

4. Additional Insureds

In addition to the Insured shown in the Declarations, contractors and subcontractors of every tier and material suppliers with an Insurable interest in Covered Property are added as additional insureds under this Policy, but only if:

- a. the written construction contract(s) between such parties requires that they be a named insured or their interest be protected in the builders risk or installation floater insurance coverage; and
- b. they are not named as loss payee in this Policy.

For direct physical "loss" to Covered Property in which both you and an additional insured have an insurable interest, we will:

- a. adjust claim for "loss" with you; and
- b. pay any "loss" to you, as trustee for the additional insured's interests.

We waive our rights of subrogation against all entities named as an additional insured for Covered Property insured in this Policy subject to the exceptions contained in **E. Additional Conditions, 3. Duty to Preserve Rights of Recovery a. and b.**

5. Additional Coverages

Additional Coverage Limits of Insurance are separate from the Limits of Insurance shown in section **1.** of the Declarations.

As a result of direct physical "loss" to Covered Property from a Covered Cause of Loss, we will pay up to the Limit of Insurance shown in section **2.** of the Declarations for the following:

a. Contract Damages for Delay

If you are a Contractor, we will pay your reasonable monetary contractual obligation to your customer (the "project" owner) as a result of a covered "project" completion date for which you were late.

This coverage applies only if such late completion is a direct result of and solely due to a direct physical "loss" to Covered Property from a Covered Cause of Loss.

This coverage is subject to a waiting period deductible of 3 working days. A working day means a 24-hour period in which work would be regularly scheduled beginning at midnight on the day of the loss.

b. Crane Re-Erection Cost

We will pay your actual and necessary costs to re-erect a "tower crane" at a covered "project" as a result of direct physical "loss" to a "tower crane" or Covered Property at the covered "project", if necessary to complete the "project".

c. Crime Reward

We will reimburse you for the reward that you pay to an individual(s) providing information leading to the arrest and conviction of the person(s) who committed a crime that resulted in a "loss" to Covered Property from a Covered Cause of Loss.

This coverage does not apply to covered "projects" located in any jurisdiction that does not allow crime rewards as part of an insurance policy.

The Policy deductible does not apply to Crime Reward.

d. Debris Removal

We will pay your actual and necessary expense to remove debris of Covered Property, caused by or resulting from a Covered Cause of Loss.

The most we will pay for "loss" under this Additional Coverage is the percentage shown in the Declarations of covered direct physical loss, which is the sum we pay for direct physical "loss" to Covered Property plus the applicable deductible amount, but not more than the amount shown in section 1. of the Declarations.

This Additional Coverage does not apply to the cost to:

- (1) extract "pollutants" from land or water; or
- (2) remove, restore or replace polluted land or water.

e. Additional Debris Removal

If the sum of debris removal expense, deductible amount and our payment for direct physical "loss" exceeds the applicable Limit of Insurance in section 1. of the Declarations, we will pay up to the Limit of Insurance shown in the Declarations for Additional Debris Removal Expense.

f. Expediting and Extra Expense

We will pay your actual and necessary additional expediting and extra expenses you incur to continue normal construction operations or to complete a covered "project" by its "planned completion date", as a result of a direct physical "loss" to Covered Property by a Covered Cause of Loss.

Expediting and Extra Expenses are only additional costs you incur to make temporary repairs and expediting permanent repairs or replacement. They include, but are not limited to, additional wages for overtime, extra costs for express transportation, equipment rental, demobilization and remobilization of equipment and other necessary expenses.

g. Fire Department Service Charges

We will pay the costs for which you are liable when the fire department is called to save or protect Covered Property from a Covered Cause of Loss. This coverage is provided when your liability is:

- (1) assumed by contract or agreement prior to "loss"; or
- (2) required by local ordinance.

h. Fire Protection Equipment

We will pay:

- (1) your "loss" to your fire protection equipment from a Covered Cause of Loss; and
- (2) your actual expense to recharge such equipment which was discharged while fighting a fire at covered "projects" described in the Declarations.

i. "Fungus", Wet Rot, Dry Rot and "Bacteria" Limited Coverage

We will pay for direct physical "loss" by "fungus", wet rot, dry rot or "bacteria";

Coverage applies only when the "fungus", wet rot, dry rot or "bacteria" is the result of one or more of the following causes that occur during the policy period and only if all reasonable means were used to save and preserve the property from further damage at the time of and after the time of loss.

- (1) a "specified cause of loss" in this Coverage Form; or
- (2) Flood, if the Flood Coverage applies to a covered "project".

For this Additional Coverage only, "loss" means:

- (a) direct physical "loss" to Covered Property caused by "fungus", wet rot, dry rot, or "bacteria", including the cost of removal of the "fungus", wet rot, dry rot or "bacteria";
- (b) the cost to tear out and replace any part of the Covered Property as needed to gain access to the "fungus", wet rot, dry rot or "bacteria";
- (c) the cost of testing performed after the "remediation", removal, repair, replacement or restoration of the damaged property is completed, provided there is a reason to believe that "fungus", wet rot, dry rot or "bacteria" are present.

The limit is the most we will pay for the total of all "loss" arising out of all occurrences in any one "policy year" (starting with the beginning of the present policy period), even if a "loss" continues to be present or active or recurs, in a later policy period.

j. Green Coverage

We will pay the following expenses combined in any one "loss" to Covered Property from a Covered Cause of Loss, but only for covered "projects" designed to meet sustainable "green standards":

- (1) Hire a Qualified Professional

We will pay your actual, reasonable, additional expense to hire a qualified professional to reassess the design and oversee "project" restoration.

- (2) Air Quality

If a "loss" involves an area of at least 25,000 square feet, we will pay your necessary cost to restore Indoor Air Quality to the standards established in the Indoor Air Quality Management Plan, in accordance with procedures specified by "green standards". This may include flushing out the reconstructed area with outside air and new filtration media, following reconstruction in a manner consistent with "green standards" procedures.

- (3) Building Commissioning

We will pay your necessary, additional cost of implementing the systematic process of ensuring that the building's newly installed and repaired systems are designed, installed and tested to perform according to the design intent and the building owner's operational needs.

- (4) Certification and Registration

We will pay your reasonable, necessary fees required to re-register or re-certify your building to meet "green standards" to which the building was designed.

(5) Enhanced LEED Standard at the time of "loss"

We will pay for the additional cost to meet new rating criteria points to qualify for level of green classification anticipated by the original "green standards" design under the prior "green standards" point classification system.

(6) Public Utility Expense and Loss of Income from Sale of Power

This coverage applies only when your policy includes optional coverage for Time Element.

When the following are a direct result of a direct physical "loss" to Covered Property from a Covered Cause of Loss, we will pay:

- (a)** your necessary, additional cost you incur to purchase replacement power or water from a public utility;
- (b)** for your loss of income that would have been earned selling (surplus) power to the public utility power grid serving the covered "project",
during the "period of delay in completion", until such time as the applicable original planned system is repaired and fully operational to the manufacturer's specifications, but not exceeding 180 days.

k. Landscape Property

We will pay for direct physical "loss" to Lawns, Trees, Shrubs and Plants at each covered "project" described in the Declarations caused by fire, lightning, explosion, theft, vandalism, aircraft, civil disturbance or riot.

This coverage does not apply:

- (1)** to Lawns, Trees, Shrubs and Plants that were installed, planted, or growing at the covered "project" prior to the effective date of this Policy; or
- (2)** to "loss" caused by drought, disease or neglect whether or not caused by a covered cause of loss shown above.

l. Loss Data Preparation

We will pay for your actual cost of preparing a statement of loss or any other exhibits required in connection with any claim under this Coverage Form. This Additional Coverage does not apply to Public Adjuster, Claim Advocate or legal costs or fees.

m. Plans & Records

We will pay to reproduce, replace or restore valuable papers or records including blue prints, plans, drawings or data stored on electronic media, located at a covered "project", due to direct physical "loss" from a Covered Cause of Loss.

n. "Pollutant" Clean Up and Removal

We will pay your necessary expenses to extract "pollutants" from land or water at a "project" if the release, discharge or dispersal of the "pollutants" results only from a Covered Cause of Loss to Covered Property that occurs during the policy period. Your expenses will be paid only if reported to us within 180 days of the date of "loss".

The limit is the most we will pay for the total of all "loss" or damage arising out of all occurrences in any one "policy year" (starting with the beginning of the present policy period), even if a "loss" continues to be present or active or recurs, in a later policy period.

We will not pay for costs, fines, penalties or expenses imposed on, incurred or sustained by you at the order of any Government Agency, Government Authority, or Court in connection with "pollutants".

o. "Project" Escalation and Change Order

We will pay your actual increase in "loss" due to increases in the cost of labor or materials, or agreed upon contract change orders after policy inception that increase the "completed value" of a covered "project". The most we will pay in any one "loss" for all covered cost increases at any one covered "project" is the percent shown in the Declarations for "Project" Escalation and Change Order against the original "completed value" reported to us for insurance purposes for the covered "project".

This increase does not apply to any other coverage, nor increase other Limits of Insurance provided in your policy nor for costs otherwise covered by Ordinance or Law provided by this Policy.

Value Reporting and Premium Adjustment

When Non-Reporting is selected in **5. Premium & Reporting** section of the Declarations and the "Project" Escalation and Change Order percent shown is greater than zero, the following condition applies:

Within 30 days of covered "project" completion (or termination of this Policy, if it occurs prior to "project" completion), you will report the total actual "completed value" of the covered "project" as of the completion date (or termination date of this Policy).

The premium for the term of the "project" insured under this Policy will be computed by multiplying the final "completed value" by the applicable policy term rate. If there is a difference between the final "completed value" premium and the original premium paid, you will pay us the amount in excess of the original premium, or we will pay you the difference, if less than the original premium paid.

p. Recycling and Salvage Expense

We will pay your actual additional expense to divert debris of Covered Property to a recycling facility rather than a landfill facility, if such debris can be recycled. Any income realized from such recycling will reduce the total amount paid. Your expenses will be paid only if reported to us within 180 days of the date of "loss".

q. Removal Expenses

We will pay your actual and necessary expenses to remove Covered Property from a covered "project", if removal is necessary to avoid imminent "loss" from a Covered Cause of Loss. We will insure such Covered Property, at the location to which it has been removed for safekeeping, for a period of up to 30 days. We will also insure such Covered Property while in transit via truck or rail between the original covered "project" and the safekeeping location.

r. Sewer Backup

We will pay for direct physical "loss" to Covered Property caused by water that backs up from a sewer, septic tank, sump or drain, except when caused by an excluded Water event in **B. Policy Exclusions, 1.e.(1), 1.e.(2), 1.e.(3) or 1.e.(4)**.

s. Temporary Locations

We will pay for "loss" to Covered Property from a Covered Cause of Loss while it is at any location other than the "project" used for storage of Covered Property awaiting delivery to the covered "project". It does not include property while in the course of processing, fabrication or manufacture at a manufacturer's or supplier's location; or while in transit.

t. Temporary Structures, "Project" Trailers

We will pay for direct physical "loss" by a Covered Cause of Loss to temporary structures, office trailers and construction trailers, only while located at a covered "project". This insurance applies as excess of any other insurance that would apply for your benefit. This property will be valued at the lesser of:

- (1) its "actual cash value"; or
- (2) the amount for which you are contractually liable, if the property is not owned by you.

u. Office Trailer Contents

We will pay for direct physical "loss" by a Covered Cause of Loss to office furniture, fixtures, machinery and equipment, excluding contractor's equipment, in covered office trailers described in **A. Coverage, 5. Additional Coverages, t. Temporary Structures, Project Trailers** above, only at a covered "project". This insurance applies as excess of any other insurance that would apply for your benefit. This property will be valued at the lesser of:

- (1) its "actual cash value"; or
- (2) the amount for which you are contractually liable, if the property is not owned by you.

v. Temporary Works

We will pay for direct physical "loss" by a Covered Cause of Loss to scaffolding, construction forms, falsework and temporary fences while they are located at a covered "project". This insurance applies as excess of any other insurance that would apply for your benefit.

This property will be valued at the lesser of:

- (1) its "actual cash value"; or
- (2) the amount for which you are contractually liable, if the property is not owned by you.

w. Transit

We will pay for direct physical "loss" to Covered Property while in transit to the "project", to off-site fabrication or to a temporary storage location, including loading and unloading from a transporting conveyance.

B. Exclusions

- 1. We will not pay for a "loss" caused directly or indirectly by any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

a. Government Action

Seizure or destruction of property by order of government authority; however, we will pay for acts of destruction ordered by government authority and taken at the time of a fire to prevent its spread, if the fire would be covered under this Coverage Form.

b. Nuclear Hazard

- (1) any nuclear incident, as defined in the Nuclear Liability Act or any other nuclear liability act, law or statute, or any amending law;
- (2) any weapon employing atomic fission or fusion; or

(3) nuclear reaction or radiation, or radioactive contamination from any other cause; however, we will pay for direct "loss" caused by resulting fire if the fire would be covered under this Coverage Form.

c. War and Military Action

- (1) war, including undeclared or civil war;
- (2) warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or authority using military personnel or other agents; or
- (3) insurrection, rebellion, revolution, usurped power or action taken by government authority in hindering or defending against any of these actions.

d. Earth Movement and Volcanic Eruption

This exclusion applies whether the "loss" arises from man-made or natural forces or causes.

- (1) earthquake, including tremors and aftershocks, including any earth sinking, rising or shifting related to such event;
 - (2) landslide, including any earth sinking, rising or shifting related to such event;
 - (3) mine subsidence, meaning subsidence of a man-made mine, whether or not mining activity has ceased;
 - (4) earth sinking (other than "sinkhole collapse"), rising or shifting including soil conditions which cause settling, cracking or other disarrangement of foundations or other parts of realty. Soil conditions include contraction, expansion, freezing, thawing, erosion, improperly compacted soil and the action of water under the ground surface;
 - (5) volcanic eruption, explosion. But if volcanic eruption, explosion or effusion results in fire, building glass breakage or volcanic action, we will pay for the loss or damage caused by that fire, building glass breakage or volcanic action. Volcanic action means direct loss or damage resulting from the eruption of a volcano when the loss or damage is caused by:
 - (a) airborne volcanic blast or airborne shock waves;
 - (b) ash, dust or particulate matter; or
 - (c) lava flow.
- All volcanic eruptions that occur within any 168-hour period will constitute a single occurrence.
- But if Earth Movement, as described in paragraphs (1) through (4) above, results in fire or explosion, we will pay for the loss or damage caused by that fire or explosion;
- This Exclusion does not apply to Covered Property in transit.

e. Water

Water damage caused directly or indirectly by:

- (1) Flood, including waves, tides, tidal water, tsunamis, or the breaking out or overflow of any natural or artificial body of water whether or not driven by wind (including storm surge);
- (2) Mudslide or mudflow;
- (3) Surface water, meaning water or natural precipitation temporarily diffused over the surface of the ground;

- (4) Underground water, meaning water under the ground surface pressing on, or flowing or seeping through:
- (a) foundations, walls, floors or paved surfaces;
 - (b) basements, whether paved or not; or
 - (c) doors, windows or other openings;
- (5) Sewer backup, meaning water that backs up from a sewer, septic tank, sump or drain. This exclusion does not apply when a limit of insurance is shown in Declarations for additional coverage Sewer Backup;
- (6) Waterborne material carried or otherwise moved by any of the water referred to in paragraph (1), (3), (4), or material carried or otherwise moved by mudslide and mudflow. This exclusion applies regardless of whether any of the above, in paragraphs (1) through (5), is caused by an act of nature or caused otherwise;
- (7) Water that leaks or flows from plumbing, heating, air conditioning or other equipment (except fire protection systems) caused by or resulting from freezing, unless:
- (a) you made a reasonable effort to maintain adequate heat in the building or structure; or
 - (b) you drain the equipment and shut off the supply if the heat is not maintained.

But, if loss or damage by fire, explosion, theft or sprinkler leakage results, we will pay for that resulting loss or damage.

This exclusion applies whether the "loss" arises from man-made or natural forces or causes. This Exclusion does not apply to Covered Property in transit.

f. "Data"

(1) This Coverage Form does not insure "Data".

(2) This Coverage Form does not insure "loss" caused directly by a "Data Problem"; however, if "loss" by fire, explosion, smoke or leakage from fire protective equipment results, then we will pay for that resulting "loss".

g. Ordinance or Law

The enforcement of any ordinance or law:

(1) regulating the construction, use or repair of any property;

(2) requiring the tearing down of any property (including property not damaged by a Covered Cause of Loss), including the cost of removing its debris.

h. "Fungus", Wet Rot, Dry Rot and "Bacteria"

(1) Presence, growth, proliferation, spread, destruction, decomposition or any other activity of "Fungus", wet rot, dry rot, or "bacteria".

(2) The cost to test, monitor, contain, remove, extract, dispose of, treat, remediate, neutralize or decontaminate land, water, or any property which has been (or is suspected to have been) contaminated by the presence of "Fungus", wet rot, dry rot or "bacteria".

This exclusion does not apply when "Fungus", wet rot, dry rot or "bacteria" results from fire or lightning.

2. We will not pay for a "loss" caused by or resulting from any of the following:
 - a. Delay, loss of use, loss of market or any other consequential loss.
 - b. Cessation of work or interruption of construction.
 - c. Dishonest or criminal acts by you, any of your partners, members, officers, managers, employees (including leased employees), directors, trustees, authorized representatives or anyone with an interest in the property (including their employees and authorized representatives) or anyone else (other than a carrier for hire) to whom you entrust the property:
 - (1) acting alone or in collusion with others;
 - (2) whether or not occurring during the hours of employment.
 - d. This Exclusion does not apply to acts of destruction by your employees (including leased employees); but theft by employees (including leased employees) is not covered.
 - e. Unexplained loss, mysterious disappearance or shortage disclosed upon taking inventory; however, this Exclusion does not apply to property while in the custody of a carrier for hire or public warehouseman.
 - f. Damage from rain, sleet, snow, hail, ice or dust (all whether or not driven by wind) to Covered Property not in a "fully enclosed building or structure" except as provided in **F. Optional Coverages, 6. Rain, Sleet, Snow, Hail or Ice**. This exclusion does not apply to property in the custody of a carrier for hire, collapse caused by weight of rain, sleet, snow, hail, ice or dust, or to the exterior skin of the building such as roofs and walls.
 - g. Discharge, dispersal, migration, release or escape of "pollutants" unless the discharge, dispersal, seepage, migration, release or escape is itself caused by any of the "specified causes of loss". If the discharge, dispersal, seepage, migration, release, or escape of "pollutants" results in a "specified cause of loss" we will pay for the loss or damage caused by that "specified cause of loss".
3. We will not pay for a "loss" caused by or resulting from any of the following; however, if a "loss" by a Covered Cause of Loss results, we will pay for that resulting "loss":
 - a. Changes in or extremes of temperature, heating, humidity, frost, freezing or condensation.
 - b. Gradual deterioration, hidden or latent defects, any quality in the property that causes it to damage or destroy itself, wear and tear, depreciation, corrosion, rust, dampness or dryness, insects, rodents, birds or other animals.
 - c. Settling, cracking, shrinking, bulging or expansion of the earth, foundations, footings or structures.
 - d. Collapse. But this exclusion only applies if collapse contributes in any way with a cause or event excluded in paragraph 1. above to produce direct physical "loss" to Covered Property.
 - e. Weather conditions, including temperature, rain, sleet, snow, wind, hail, ice, dust or temperature change that delays a "project" but has not caused direct physical "loss" to Covered Property, or when weather conditions contribute in any way with a cause or event excluded in paragraph 1. above to produce direct physical "loss" to Covered Property.
 - f. Acts or decisions, including the failure to act or decide, of any person or group, organization or governmental body.
4. We will not pay for "loss" caused by or resulting from the following causes; however, if as a result of the following there is "loss" to Covered Property by a Covered Cause of Loss, we will pay for that resulting "loss":

- a. artificially generated electric current that creates a short circuit or other electric disturbance within electrical devices, appliances or wires;
 - b. mechanical breakdown of machinery, including rupture or bursting caused by centrifugal force;
 - c. faulty, inadequate or defective:
 - (1) planning, zoning, development, surveying, siting;
 - (2) design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
 - (3) materials used in repair, construction, renovation or remodeling; or
 - (4) maintenance.
5. We will not pay for:
- a. Penalties for non-completion or non-compliance with contract conditions, or liquidated damages (as defined in the construction contract) for the specific insured "project", except as provided in **5. Additional Coverages, a. Contract Damages for Delay.**
 - b. Any "loss" covered under any guarantee, warranty or other expressed or implied obligation of any contractor, manufacturer or supplier; this Exclusion applies whether or not such contractor, manufacturer or supplier is a Named Insured.

C. Limits of Insurance

The most we will pay for "loss" due to Covered Causes of Loss is the applicable Limit of Insurance shown in the Declarations. The Limits of Insurance applicable to Additional Coverages and Optional Coverages are in addition to the Limits of Insurance, **unless stated otherwise.**

D. Deductible

We will pay the amount of the adjusted "loss" in excess of the Deductible Amount shown in the Declarations up to the applicable Limit of Insurance.

If two or more deductible amounts in the Policy apply to a single occurrence, the total amount deducted will be the largest single deductible applicable; however, Time Element Waiting Period deductibles will apply separately.

E. Additional Conditions

The following conditions apply in addition to the **Common Policy Conditions** and **Commercial Inland Marine Conditions.**

- 1. **Coinsurance:** when a percent is shown in the Policy Declarations, the following applies:

Covered Property, except "Usable Existing Structure(s)", property at temporary storage locations or in transit, must be insured for its total "completed value" at the time of loss or you will incur a penalty. The penalty is that we will pay only the proportion of any "loss" that the applicable Limit of Insurance shown in the Declarations bears to the total "completed value" of Covered Property.

Coinsurance does not apply to Additional or Optional Coverages.

- 2. **Valuation**

General Condition **F. Valuation** in the **Commercial Inland Marine Conditions** is replaced by the following:

a. New Construction

We will adjust a "loss" to new construction on the basis of "replacement cost", at the time of loss, including the contractor's reasonable overhead and profit (unless profit and overhead are shown as excluded in policy Declarations) but we will not pay more than the amount actually spent that is necessary to repair or replace the lost or damaged property.

b. "Usable Existing Structure(s)"

We will adjust a "loss" to a covered "usable existing structure" on the valuation shown in the Declarations:

When **"Functional Value"** is shown, the following applies:

We will adjust a "loss" to the "usable existing structure" on the basis of its "functional value"; unless you have purchased the "usable existing structure" within the 12 months prior to the date this Policy begins in which case we will pay the lesser of:

- (1) your actual purchase price less the cost of land; or
- (2) its "functional value".

When **"Replacement Cost"** is shown, the following applies:

You may make a claim for loss or damage covered by this insurance on an "actual cash value" basis instead of on a "replacement cost" basis. In the event you elect to have loss or damage settled on an "actual cash value" basis, you may still make a claim for the additional coverage that "replacement cost" coverage provides if you notify us of your intent to do so within 180 days after the loss or damage.

We will not pay on a "replacement cost" basis for any loss or damage:

- (a) until the lost or damaged property is actually repaired or replaced; and
- (b) the repairs or replacement are made as soon as reasonably possible after the loss or damage.

The most we will pay for loss or damage on a "replacement cost" basis is the least of (i), (ii) or (iii):

- (i) The Limit of Insurance applicable to the lost or damaged property;
- (ii) The cost to replace the lost or damaged property with other property of comparable material and quality and used for the same purpose; or
- (iii) The amount actually spent that is necessary to repair or replace the lost or damaged property.

If a building is rebuilt at a new location, the cost described in (ii) above is limited to the cost which would have been incurred if the building had been rebuilt at the original "project" location.

The cost of repair or replacement does not include any increased cost attributable to enforcement of any ordinance or law regulating the construction, use or repair of any covered property.

c. Other Covered Property

We will adjust "loss" to:

- (1) owned property at the "actual cash value", at the time the "loss" occurs including labor and delivery charges;

(2) property of others at the cost to repair or replace at the time of loss, but not more than the amount for which you are contractually liable.

3. Duty to Preserve Rights of Recovery

- a. Before a "loss" you may waive your rights of recovery against any individual, corporation or other entity except:
 - (1) Any architect, engineer, or other party or entity responsible for any design, specifications, or plans for the fabrication, erection or completion of the property insured with respect to any loss or damage that may be caused by:
 - (a) fault, defect, error or omission in such design, specifications, or plans;
 - (b) performance of, or failure to perform, supervisory or management functions related to the construction "project(s)".
 - (2) Any contractor, manufacturer or supplier of Covered Property that has agreed to make good any loss or damage under a guarantee or warranty.

If any act or agreement of yours impairs our right to recover for "loss" as described above, we will not cover the "loss".

- b. We will not cover any "loss" which you settle or compromise without our written consent.

4. Where Coverage Applies

Coverage applies while Covered Property is:

- a. at the construction "project(s)" described in the Declarations; or
 - b. in transit by truck or railroad to the covered "project(s)", to off-site fabrication or to temporary safekeeping locations;
- all while within the continental United States of America, but excluding while in transit to and from Alaska; to and from Hawaii.

5. When Coverage Begins and Ends

We cover from the time the Covered Property is at your risk, starting on or after the date this Policy begins.

The coverage will end on each structure when any of the following occurs:

- a. "active renovations" have not begun within 60 days from the date coverage begins on a covered "project" (if a limit for "Usable Existing Structure(s)" is shown in the Declarations);
- b. the purchaser accepts it;
- c. your interest in the Covered Property ceases;
- d. you abandon the construction "project";
- e. 91 days after the structure is "substantially completed" (if no work on the structure has taken place during that period);
- f. when a structure, or any portion thereof, is occupied or put to its intended use, without our written consent;

- g. issuance of a Certificate of Occupancy of Completion covering the structure, by any appropriate governmental authority;
- h. any other insurance covers the property as a completed building or structure;
- i. this Coverage Form is cancelled; or
- j. the end of the policy period.

6. Reporting (only applies if Reporting Basis is indicated in the Declarations)

a. Monthly, Quarterly, Annual and "Project" Completion Reporting and Premium Adjustment

Reports and Premiums

(1) Reports. Within 30 days after the end of each reporting period, you will file a report with us stating the full amount of the reporting base shown in the Declarations. For purposes of this report, the starting date of construction will be the date when you first put Covered Property on the covered "project" site.

(2) Rates and Premiums.

(a) Premium Computation. We will compute the premium:

- (i) As of each Premium Adjustment Period shown in the Declarations; and
- (ii) The reporting rate(s) shown in the Declarations shall be multiplied by the full amount of the reporting base.

(b) Premium Adjustment.

We will apply the computed premium to the Deposit Premium until it is used up. You will pay us all premiums that exceed the Deposit Premium.

(c) Minimum Premium. You must pay at least the Minimum Premium shown in the Declarations.

This Minimum Premium will only apply:

- (i) when the computed premium for the policy period is less than this Minimum Premium; or
 - (ii) if you cancel this coverage after it has taken effect.
- (d) If this Policy is cancelled, you will report the full amount of the reporting base as of the date of cancellation within 30 days of the cancellation date. We will compute the premium for less than a full Premium Adjustment Period on a pro rata basis.

b. Coinsurance "Completed Value" Reporting Requirement

If at the time of "loss" your last report prior to "loss" is less than the "completed value" you are required to report, you will incur a penalty.

The penalty applies separately to each reported "project" involved in the "loss". The penalty is that we will pay only the proportion of the "loss" that the reported "Completed Value" for that "project" bears to actual "Completed Value" of Covered Property for that covered "project" as of the date for which the report was made.

This provision does not apply to "loss" to Covered Property while in transit or while at temporary locations.

c. Failure to Submit Reports

If you have failed to submit the required reports as of the time of "loss":

- (1) we will not pay more than the value stated in your last report filed before the "loss", and
- (2) we will pay for "loss" only to "projects" reported in your last report filed before the "loss".

d. Reports in Excess of Limit of Insurance

Although the reported "Completed Value" and "usable existing structure(s)" value will be used in computing the premium, we will not pay more than the applicable Limit of Insurance shown in the Declarations. Premium for any reported amount in excess of the applicable Limit of Insurance will be returned to you, unless the Policy is endorsed to reflect a corresponding increase in the Limit of Insurance.

F. Optional Coverages

Coverage(s) under this section is provided only when a Limit of Insurance in **Section 3.** of policy **Declarations** is shown for the corresponding Optional Coverage.

The Policy deductible will apply to these Optional Coverages unless a separate deductible is shown in the Declarations.

1. Time Element

a. Time Element Coverage

(1) "Soft Costs"

We will pay for covered "soft costs" during the "Period of Delay in Completion" that result from a Covered Cause of Loss at a covered "project(s)" which delays the completion of the "project(s)" beyond the "planned completion date". Coverage applies only for those actual and necessary "soft costs" selected in the Policy Declarations that are in excess of your actual and anticipated amounts for the "project" had no loss occurred.

(2) "Rental Value"

We will pay the reduction in "Rental Value" you incur or for which you are contractually obligated as the contractor during the "period of delay in completion". Such reduction in "Rental Value" must result from a Covered Cause of Loss at a covered "project(s)", which delays the completion of the "project(s)" beyond the "planned completion date".

(3) "Business Income"

We will pay the actual loss of "Business Income" you incur or for which you are contractually obligated as the contractor during the "period of delay in completion". Loss of "Business Income" must result from a Covered Cause of Loss at a covered "project(s)", which delays the completion of the "project(s)" beyond the "planned completion date".

b. Time Element Coverage Extensions

The following apply only as respects Coverages provided under Time Element in **a.** above.

(1) Civil Authority

We will pay for the actual loss of "business income", "rental value" and necessary "soft costs" you incur or for which you are contractually obligated as the contractor when an order of civil authority prohibits access to the "project" and delays the completion of the "project" beyond the "planned completion date". The order

must result from the civil authority's response to direct physical loss of or damage to property not insured under this Policy located within one mile from the "project". The loss or damage must be directly caused by a Covered Cause of Loss.

The most we will pay under this Coverage Extension is the actual covered Time Element loss for the first 30 days during the "period of delay in completion" but not more than the Limit of Insurance shown in the Declarations.

(2) Ingress Or Egress

We will pay for the actual loss of "business income", "rental value" and necessary "soft costs" you incur or for which you are contractually obligated as the contractor as a result of a Covered Cause of Loss to property that is away from but within one mile of the covered "project", and results in the prevention of ingress to or egress from the covered "project". This Coverage Extension does not apply in addition to loss as described in **(1) Civil Authority**.

The most we will pay under this Coverage Extension is the actual covered Time Element loss for the first 30 days during the "period of delay in completion" but not more than the Limit of Insurance shown in the Declarations.

(3) Utility Services

We will pay for the actual loss of "business income", "rental value" and necessary "soft costs" you incur or for which you are contractually obligated as the contractor as a result of a direct physical "loss" by a Covered Cause of Loss resulting in the interruption of utility service to the covered "project". The interruption must result from direct physical "loss" by a Covered Cause of Loss to the property described below, if such property is located outside of a covered "project".

Utilities in this coverage extension means:

- (a) Water Supply Property**, meaning water mains and pumping stations supplying water to the covered "project",
- (b) Communication Supply Property**, meaning property supplying communication services, including telephone, radio, microwave or television services to the covered "project",
- (c) Power Supply Property**, meaning utility generating facilities, switching stations, substations, transformers and transmission lines supplying electricity, steam or gas to the covered "project".

The most we will pay under this Coverage Extension is the actual covered Time Element loss for the first 30 days during the "period of delay in completion" but not more than the Limit of Insurance shown in the Declarations.

(4) "Tower Cranes"

We will pay for the actual loss of "business income", "rental value" and necessary "soft costs" you incur or for which you are contractually obligated as the contractor as a result of a direct physical "loss" to a "Tower Crane" located at a covered "project". The "loss" must be a result from fire, wind or collapse.

The most we will pay under this Coverage Extension is the actual covered Time Element loss for the first 30 days during the "period of delay in completion" but not more than the Limit of Insurance shown in the Declarations.

c. Time Element Exclusions

The following Exclusions are added and apply only to coverage for Optional Coverage **Time Element Coverage** when provided.

We will not pay for Time Element "loss" that is directly or indirectly due to an increase in the "post-loss period of construction" caused by any of the following. Such Time Element "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the following:

- (1) Interference by strikers or other persons affecting the:
 - (a) construction or repair of the Covered Property; or
 - (b) operation or use of the "project" if your policy is endorsed to permit occupancy, and the building or structure was occupied for its intended purpose at the time of "loss".
- (2) Irregularities in production, shipment or transportation of any property to be used in the construction or repair of the Covered Property.
- (3) Suspension, lapse or cancellation of any lease, permit, license, contract or order.
- (4) Breach of contract, late or noncompliance with orders or penalties of any nature.
- (5) Weather conditions that delay a "project" but have not caused direct physical "loss" to Covered Property.
- (6) Deficiencies in the original construction designs, specifications or materials.
- (7) Enforcement of any ordinance or law which:
 - (a) regulates the construction, use or repair, or requires demolition of any property;
 - (b) requires any Insured or others to test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize, or in any way respond to, or assess the effects of "pollutants", "fungus", wet rot, dry rot, or "bacteria";
 - (c) you were required to comply with before the "loss", even if the building was undamaged, and you failed to comply with such ordinance or law.
- (8) Lack of funds or lack of work force.

d. Time Element Additional Conditions

In addition to Policy conditions, the following conditions are added as respects Time Element Coverage.

(1) Your Duties in the Event of "Loss"

You must do the following in the event of "loss" to Covered Property:

- (a) Make every effort to meet the "planned completion date". This includes, but is not limited to:
 - (i) resumption of, as soon as possible, all or any part of the construction or repair;
 - (ii) use of any machinery, equipment, supplies or materials that could reduce the "period of delay in completion"; and
 - (iii) resumption of, as soon as possible, the operation or use of any part of the "project", if your policy states that permission to occupy is granted, and the building or structure was occupied for its intended purpose at the time of "loss".

If you do not make every effort to meet the "planned completion date", or you do not resume the operation or use of any part of the "project" as soon as possible, we will only pay the "loss amount" that we would have otherwise paid if you had complied with the above conditions.

(b) Notify us of any payment you receive from others due to a delay in the completion of construction beyond the "planned completion date".

(2) Time Element Valuation

"Soft Costs", "Rental Value" or "Business Income"

The "loss amount" for "Soft Costs", "Rental Value" or "Business Income" will be determined based on:

(a) your actual and anticipated costs for the "project" had "loss" from any of the Covered Causes of Loss not occurred;

(b) either:

(i) your likely "rental value" or "business income" during the "period of delay in completion" had "loss" from any of the Covered Causes of Loss not occurred; or

(ii) your likely "rental value" or "business income" during the "post-loss period of construction" had "loss" from any of the Covered Causes of Loss not occurred, if this Policy grants permission to occupy, and the building was occupied for its intended purpose at the time of "loss".

(c) your actual "rental value" or "business income" before "loss" from any of the Covered Causes of Loss occurred, if your Policy grants permission to occupy, and the building was occupied for its intended purpose at the time of "loss".

(d) other relevant sources of information that you must provide including, but not limited to:

(i) your financial records and accounting procedures;

(ii) bills, invoices and other vouchers; and

(iii) deeds, liens and contracts.

(e) any amounts by which the "loss" amount is reduced due to your failure to perform **Your Duties in the Event of Loss** outlined in this Policy.

(f) if the construction contract for the "project" contains a clause that requires payments to you ("project owner) because of a delay in the completion of the "project(s)" beyond the "planned completion date", we will subtract the amount due from others, whether you have collected it or not, from the amount of "loss" we would have otherwise paid.

2. Equipment Breakdown

a. Coverage

We will pay for "loss" caused by or resulting from an Accident to "Covered Equipment". As used in this Coverage Form, an Accident means direct physical "loss" as follows:

(1) mechanical breakdown of machinery, including rupture or bursting caused by centrifugal force;

(2) artificially generated electric current that creates a short circuit or other electrical disturbance within electrical devices, appliances or wires; or

(3) explosion of steam boilers, steam piping, steam engines or steam turbines.

If an initial Accident causes other Accidents, all will be considered one Accident. All Accidents that are the result of the same event will be considered One Accident.

b. Additional Coverage

(1) Expediting Expenses

We will pay up to \$25,000 for your reasonable extra expenses to make temporary repairs; and expedite permanent repairs or replacement, as a result of a covered Equipment Breakdown "loss".

Expediting Expense amount shown above is in addition to other Expediting Expense Coverage or Limits of Insurance in your policy.

(2) Hazardous Substances

We will pay for the additional costs, up to \$5,000, to repair or replace Covered Property because of contamination by a hazardous substance. This includes the additional costs to clean up or dispose of such property. A Hazardous Substance means any substance other than ammonia that has been declared to be hazardous to health by a government agency. Additional Costs mean those beyond what would have been required had no hazardous substance been involved.

c. Equipment Breakdown Exclusions

Section **B. Exclusions** is amended as follows:

(1) Paragraph **4.** does not apply.

(2) The following exclusion is added:

We will not pay under this Coverage Form for "loss" caused by or resulting from any of the following:

- (a)** the breakdown of any structure, foundation, cabinet, compartment or air-supported structure or building;
- (b)** the breakdown of any insulating or refractory material;
- (c)** the breakdown of any sewer piping; any underground vessels or piping; any piping forming part of a sprinkler system or any water piping other than boiler feed water piping, boiler condensate return piping or water piping forming part of a refrigerating or air conditioning system; or
- (d)** the explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.

d. Equipment Breakdown Additional Conditions

As respects Equipment Breakdown Coverage, the following is added to Section **E. Additional Conditions**:

Suspension: When any "Covered Equipment" is found to be in, or exposed to, a dangerous condition, any of our representatives may immediately suspend the insurance against loss from an Accident to that equipment. We can do this by mailing or delivering a written notice of suspension to your address as shown in the Declarations, or to the address where the equipment is located. Once suspended in this way, your insurance can be reinstated only by written notice from us. If we suspend your insurance, you will get a pro rata refund of premium. However, the suspension will be effective even if we have not yet made or offered a refund.

3. Ordinance or Law

Sections **B.1.g.(1)** and **B.1.g.(2)** are deleted.

a. Coverage

We will pay for additional or increased costs resulting from the enforcement of an ordinance, regulation or law regulating the demolition, construction, repair, replacement or use of Covered Property that is in force at the time of "loss", and enforcement is the result of a Covered Cause of Loss to Covered Property. These additional or increased costs are:

- (1) **Loss to Undamaged Portion of Building** as a consequence of enforcement of an ordinance or law that requires the demolition of the parts of the building to which undamaged Covered Property is attached.
- (2) **Demolition Cost** is the cost to demolish and clear the site of the undamaged parts of the same building, as a consequence of enforcement of an ordinance, regulation or law that requires demolition of such undamaged property.
- (3) **Increased Cost of Construction** is the increased cost to repair or reconstruct damaged portions of that building property; or reconstruct or remodel undamaged portions of that building property, whether or not demolition is required, when the increased cost is a consequence of enforcement of an ordinance, regulation or law which first went into effect during the policy period and remained in effect at the time of "loss".

These coverages apply only in response to the minimum requirements of an ordinance, regulation or law, losses and costs incurred in complying with recommended actions or standards that exceed actual requirements are not covered.

Coverage applies when:

- (a) the covered "project" sustains direct physical "loss" by a Covered Cause of Loss and such damage results in enforcement of the ordinance, regulation or law; or
- (b) the covered "project" sustains direct physical "loss" by a Covered Cause of Loss and direct physical "loss" that is not covered under this Policy and the building damage in its entirety results in the enforcement of the ordinance, regulation or law. We will only pay the proportion that the covered direct physical damage bears to the total physical damage;
- (c) but if the building sustains direct physical "loss" that is not covered under this Policy and such damage is the subject of the ordinance, regulation or law, then there is no coverage under this Optional Coverage, even if the building has sustained covered direct physical damage.

b. Loss Payment

- (1) Loss payment for **A (Loss to Undamaged Portion of the Building)** will be determined as follows:

The most we will pay for loss or damage to Covered Property, including loss caused by enforcement of by-law, ordinance, regulation or law is the least of:

- (a) the actual amount that you would spend to repair, rebuild or reconstruct the building property, but not for more than the amount it would cost to restore the building property at the same "project" and to the same height, floor area, style and quality of the original property insured; or
- (b) the Limit of Insurance shown in the Declarations for the applicable new construction work or "usable existing structure(s)"; or
- (c) the "actual cash value" of the building at the time of "loss", if you do not repair or reconstruct the building; or
- (d) the "functional value" of the "usable existing structure(s)", plus the cost to repair or replace the new construction work with like kind and quality materials; or

(e) if you purchased the "usable existing structure" within one year of the date of "loss", the actual purchase price of the "usable existing structure" less the cost of the land, plus the cost to repair or replace the new construction work with materials of like kind and quality.

(2) Loss payment for **B (Demolition Cost)** will be determined as follows:

The most we will pay is the lesser of the following:

(a) the amount you actually spend to demolish and clear the site of the covered "project"; or
(b) the Limit of Insurance shown in the Declarations for Coverage **B - Demolition Cost**.

(3) Loss payment for **C (Increased Cost of Construction)** will be determined as follows:

- (a) We will not pay for Coverage **C**:
- (i) until the property is actually repaired or rebuilt at the same "project" or another location; and
 - (ii) unless the repairs or reconstruction are made as soon as reasonably possible after the loss or damage, not to exceed two years. We may extend this period in writing during the two years.
- (b) If the building is repaired or replaced at the same "project", or you elect to rebuild at another location, the most we will pay under Coverage **C** is the lesser of:
- (i) the increased cost of construction at the same premises; or
 - (ii) the Limit of Insurance shown in the Declarations for Coverage **C - Increased Cost of Construction**.
- (c) If the ordinance or law requires relocation to another "project" site, the most we will pay under Coverage **C** is the lesser of:
- (i) the increased cost of construction at the new "project" site; or
 - (ii) the Limit of Insurance shown in the Declarations for Coverage **C - Increased Cost of Construction**.

c. Exclusions

We will not pay under **Ordinance or Law**:

- (1) The costs associated with the enforcement of an ordinance, regulation or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants", "fungus", wet rot, dry rot or "bacteria".
- (2) Loss due to an ordinance, regulation or law that you were required to comply with before the loss, even if the building was undamaged, (which would not make the cost an additional or increased cost) and you failed to comply with such ordinance or law.
- (3) Any cost to install improvements or modifications to Covered Property, when required or performed solely to comply with workplace safety or environmental regulations and laws.

4. Flood

a. Coverage

Section **B. Exclusions** paragraphs **1.e.(1)**, **1.e.(2)**, **1.e.(3)** and **1.e.(4)** are deleted.

We will pay up to the Limit of Insurance shown in the Declarations for "loss" to Covered Property at covered "projects" specified in the Declarations caused by **Flood**. If a Covered Cause of Loss under this coverage part begins in one "policy year" and continues into the subsequent "policy year", the Limit of Insurance for the first "policy year" will apply to the entire flooding event. The following "policy year" Limit of Insurance will not apply. The Limit of Insurance shown in the Declarations is the most we will pay for any one "loss" regardless of the number or types of coverage, including all Optional and Additional Coverages.

Coverage added by this Optional Coverage applies only to "projects" which are not within the 100 year (or 500 year, if 500 year is checked in the Declarations) flood plain as determined by the Federal Emergency Management Agency and identified in Section 3. of the Declarations. Any "project" covered as an exception to where the optional Flood Coverage applies must be endorsed on the Policy, stating that the optional Flood Coverage applies at that "project".

Reporting such "project(s)" that are within the excluded flood plain area does not provide Flood Coverage at those "project(s)". If the reporting rate includes optional Flood Coverage, we will refund the flood premium for that "project" upon notification to you that the "project" is within the excluded flood plain area and not covered for Flood.

For the purposes of this optional coverage, **Flood** means:

- (1) Flood, including waves, tides, tidal water, tsunamis, or the breaking out or overflow of any natural or artificial body of water whether or not driven by wind (including storm surge).
- (2) Mudslide or mudflow.
- (3) Surface water, meaning water or natural precipitation temporarily diffused over the surface of the ground.
- (4) Underground water, meaning water under the ground surface pressing on, or flowing or seeping through; foundations, walls, floors or paved surfaces; basements, whether paved or not; or doors, windows or other openings.

All **flood** incidents that occur within any one 168-hour period will constitute a single **Flood** event. The expiration of the Policy will not reduce the 168-hour period. We will not pay for "loss" to Covered Property from a flood event that commences prior to the inception date of the Policy.

5. Earthquake and Earth Movement

Section B. Exclusions paragraphs 1.d.(1) and 1.d.(5) are deleted.

When **Earth Movement** is selected in the Declarations Section B. Exclusions paragraphs 1.d.(2), 1.d.(3), and 1.d.(4) are deleted.

a. Coverage

We will pay up to the Limit of Insurance shown in the Declarations for "loss" to Covered Property at the "projects" specified in the Declarations caused by **Earthquake and Volcanic Eruption**, and only when shown as included in Declarations, **Earth Movement** . If a Covered Cause of Loss under this Coverage Part begins in one "policy year" and continues into the subsequent "policy year", the Limit of Insurance for the first "policy year" will apply to the entire **Earthquake and Volcanic Eruption** or **Earth Movement** event. The following "policy year" Limit of Insurance will not apply. The Limit of Insurance shown in the Declarations is the most we will pay for any one "loss" regardless of the number or types of coverage, including all Optional and Additional Coverages.

For the purposes of this Optional Coverage, **Earthquake and Volcanic Eruption** means:

- (1) earthquake, including tremors and aftershocks, including any earth sinking, rising or shifting related to such event;

(2) volcanic eruption, explosion.

For the purposes of this Optional Coverage, **Earth Movement** means:

- (3) landslide, including any earth sinking, rising or shifting related to such event;
- (4) mine subsidence, meaning subsidence of a man-made mine, whether or not mining activity has ceased;
- (5) earth sinking (other than "sinkhole collapse"), rising or shifting including soil conditions which cause settling, cracking or other disarrangement of foundations or other parts of realty. Soil conditions include contraction, expansion, freezing, thawing, erosion, improperly compacted soil and the action of water under the ground surface.

With respect to coverage for **Earthquake and Volcanic Eruption** as set forth in paragraphs (1) and (2) above, all earthquakes and volcanic eruptions that occur within any 168-hour period will constitute a single occurrence. We will not pay for "loss" to Covered Property from any covered **Earthquake, Volcanic Eruption** or **Earth Movement** event that commences prior to the inception date of the Policy.

b. Earthquake, Volcanic Eruption and Earth Movement Exclusions

We will not pay for "loss" caused directly or indirectly by any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

- (1) Fire, explosion (other than volcanic explosion), tidal wave, tsunami, flood, surface water, water which backs up through sewers or drains, water below the surface of the ground (including that which flows, leaks or seeps on or into Covered Property), mudslide or mudflow, release of water impounded by a dam, even if attributable to an Earthquake or Volcanic Eruption.
- (2) Any **Earthquake, Volcanic Eruption** or **Earth Movement** that begins before the inception of this insurance.
- (3) The cost to remove volcanic ash, dust or particulate matter that does not cause direct physical loss to Covered Property.
- (4) The failure of power or other utility service supplied to a covered "project", however caused, if the failure occurs away from the covered "project".

6. Rain, Sleet, Snow, Hail or Ice

Section **B, Exclusions 2.e.** is deleted.

We will pay for direct "loss" to covered property not in a "fully enclosed building or structure" caused by Rain, Sleet, Snow, Hail or Ice. The most we will pay for any one "loss" is the Limit of Insurance shown in the Declarations for Optional Coverage Rain, Sleet, Snow, Hail or Ice. This Limit of Insurance is part of and not in addition to the Property Limit shown in the Declarations. This Limit of Insurance does not apply to property in the custody of a carrier for hire nor for "loss" due to collapse of a structure caused by the weight of rain, sleet, snow, hail or ice.

7. Contingent Coverage

We will only pay for "loss" under this option if **Contingent Coverage** is shown in the Declarations as having been selected.

We will pay your "loss" to Covered Property, resulting from a Covered Cause of Loss, for covered "projects" you report to us or shown in the Declarations, for which the insurance on the "project" is the responsibility of others to provide, and where:

- a. a portion of your "loss" is not recoverable under such other insurance because the limits of such other insurance are inadequate; or
- b. your interest was to have been protected by such other insurance, and:
 - (1) you have submitted your claim in the proper form and time frame to such other insurer (if any); and
 - (2) through no fault of yours, your "loss" is not recoverable from such other insurance that would otherwise have paid your "loss"; or
- c. your "loss" is due to a Covered Cause of Loss under this Policy that is not covered by such other insurance; or
- d. a portion of your "loss" is not recoverable under such other insurance because such other insurance contains a deductible amount higher than the deductible amount shown in the Declarations of this Policy. This coverage will not apply to "loss" due to Flood, Earth Movement or Time Element.

Contingent Coverage applies in excess of any "loss" amount recoverable under any other insurance that is the responsibility of others to protect your interest.

Coverage under paragraphs **b.**, **c.** and **d.** above require a letter of coverage denial from such other insurance carrier, or a letter from the entity responsible for arranging such insurance coverage stating that such insurance coverage never existed.

The most we will pay for "loss" for Contingent Coverage provided by this Optional Coverage is the amount of insurance applicable to the specific covered "project" under this Policy less any amount recoverable under primary insurance provided by others, not exceeding the Limits of Insurance shown on the Declarations.

G. Definitions

"100 Year Flood Plain" means a geographic area where the water surface elevation resulting from a flood has at least a 1% chance of equaling or exceeding the elevation of that geographic area in a given year, according to Federal Emergency Management Agency (FEMA). The FEMA designations for such Special Flood Hazard areas include A, A1 to A30, A-99, AI, AO, AH, AR, AR/A, AR/AE, AR/A1 to A30, AR/AH, AR/AO, V1 to V30, VE and XEUT.

"500 Year Flood Plain" means a geographic area where there is a .2% or greater chance of flooding in a given year, according to FEMA. The FEMA designations for such areas include B, XB, X500 and on a FEMA Flood Rate Map, shaded X. The term "500 year flood plain", as used in this Policy, includes the area that is within the "100 year flood plain".

"Actual Cash Value" means the cost of replacing lost or damaged property with similar property of like kind, capacity, size, quality and function, less depreciation of labor, materials, profit and overhead where allowed. We will consider such items as the age, condition and normal life expectancy of the affected property in determining depreciation. Where a market exists, we will pay the lesser of "Actual Cash Value" or market value.

"Active Renovations" means regular and on-going demolition, removal activity or new work being done to the Covered Property at the "project(s)" described in the Declarations. For purposes of this definition, "Active Renovations" does not include securing permits or contractor bids nor general cleaning and maintenance activities.

"Bacteria" means any type or form of bacterium or any mycotoxin, spore, scent or by-product that is produced or released by such bacterium.

"Business Income" means the sum of the expected net profit or loss (before income taxes) and the continuing operating expenses including payroll from the operations or use and occupancy of the covered "project".

"Completed Value" means the total value of all Covered Property (including buildings, fences, foundations, underground pipes, drains, paving and pilings, excavations and gradings that are a permanent part of the covered "project(s)") when the "project" will have been finished at the end of the construction period. The "Completed Value"

includes labor, cost of materials and the contractor's reasonable overhead and profit unless contractor's reasonable overhead and profit is shown as excluded in the Policy Declarations. "Completed Value" does not include the cost of land.

"Covered Equipment" as respects **Equipment Breakdown** (optional coverage) means Covered Property including fired or unfired pressure vessels built to operate under vacuum or pressure, other than weight of contents, or use for generation, transmission or utilization of energy. However, "Covered Equipment" does not include "Production Machinery".

"Data" means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and application software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any repositories of computer software which are used with electronically controlled equipment.

"Data Problem" means the loss, destruction, distortion, erasure, corruption or alternation of electronic "data" from any cause whatsoever (including but not limited to Computer Viruses) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting from any cause or sequence of causes.

"Fully Enclosed Building or Structure" means the exterior envelope of the building or structure is complete based on the structure's design and all final components of the exterior of the structure and its systems have been completely and permanently installed. The final components include but are not limited to:

1. The roof and roof drainage systems;
2. Exterior walls including siding;
3. Windows;
4. Doors;
5. Vents and ventilation systems;
6. Mechanical and electrical systems.

"Fungus" means any type or form of fungus, including mold, mildew, yeast or mushroom and any toxin, mycotoxin, spore, scent, waste product or byproduct produced or released by any fungus, growth, death or decay of any fungus.

"Functional Value" means the cost to repair or replace the "usable existing structure(s)" at the time of the loss with new materials of similar kind and quality to those damaged or lost minus a proper deduction for depreciation, or contemporary methods and materials which may be dissimilar but functionally equivalent to the damaged or lost property, whichever is least.

"Green Standards" means:

1. LEED® Green Building Rating System of the United States Green Building Council; or
2. Requirements of Green Globes® Assessment and Rating System of the Green Building Initiative; or
3. Energy Star® qualified requirements; or
4. Other site development, water savings, energy efficiency, materials or equipment selection and other environmental quality standards for the design and construction of property.

"Gross Revenue" means the total amount of revenue (both collected and uncollected) to which you are entitled for the construction of "projects" covered by this insurance policy, including all amounts paid or due to subcontractors and/or material suppliers, and value of covered property supplied by others for which you are responsible if such values are not included in gross revenue.

"Gross Sales" means the total gross sales (including the value of land and gross profits) from your construction operations.

"Loss" means accidental loss or damage.

"Per Start" means the total amount of the estimated "Completed Value" of each structure for which Covered Property is either first at your risk or put on the "project" site during the reporting period.

"Period of Delay in Completion" means the period of time that:

- a. begins with the "planned completion date"; and
- b. ends on the date when the "project(s)" should be completed using reasonable speed and similar materials and workmanship.

"Planned Completion Date" means the date the "project(s)" would be put into operation or use in the normal course of construction if "loss" from any of the Covered Causes of Loss had not occurred.

"Policy Year" means a twelve-month period starting with the beginning of the current policy period.

"Pollutant" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

"Post-loss Period of Construction" means the period of time that:

- a. begins with the date of the "loss" by any Covered Cause of Loss; and
- b. ends on the date the "project(s)" should be completed using reasonable speed and similar materials and workmanship.

"Production Machinery" means any machine or apparatus, including any cylinder containing a movable plunger or piston, that processes or produces a product intended for eventual sale.

"Project" means the area within the defined boundaries of a covered "project" described in the Declarations.

"Rental Value" is the amount of rental income that would be paid to the owner of a property by tenants of the property over a specified period of time.

"Replacement Cost" means the cost of replacing, repairing, constructing or reconstructing (whichever is least) the property on the same or adjacent site with property of like kind and quality, and for like occupancy, without deduction for depreciation.

"Remediation" means the tearing out and replacing of any part of the building to gain access to the "fungus", wet rot, dry rot or "bacteria", the removal of "fungus", wet rot, dry rot or "bacteria", testing performed during the remedial process; and testing performed after such removal, repair or restoration is complete.

"Sinkhole Collapse" means the sudden sinking or collapse of the land into underground empty space(s) created by action of water on limestone or similar rock formations. "Sinkhole Collapse" does not include the value of land, the cost of filling sinkholes; indirect or consequential loss or loss of use arising from "sinkhole collapse"; or the sinking of the land into man-made structures.

"Soft Costs" means your actual and necessary costs in excess of your actual and anticipated amount for the "project" consisting only of the following for which an "X" appears in the applicable parentheses in Policy Declarations section 3. **"Soft Costs"**

- a. interest on money borrowed to finance construction of the Covered Property (including costs which directly result from renegotiation of construction loan(s) e.g. Loan commitment fees, including prepaid interest and points);
- b. advertising and promotional expenses;
- c. realty taxes and other assessments, license and permit fees;
- d. architectural or engineering supervisory or consulting fees;
- e. costs resulting from renegotiating your lease(s) including:
 - (1) legal, accounting and administration fees;
 - (2) commissions.
- f. additional "project" specific insurance premiums for Builders Risk, Worker's Compensation and General Liability due to the necessary extension of the Policy for the "period of delay in completion";
- g. other as specified in the Policy Declarations, **Section 3. "Soft Costs", g. Other as described.**

"Specified Cause of Loss" means the following: Fire; lightning; explosion; windstorm or hail; smoke; impact by aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire extinguishing equipment; "sinkhole collapse"; falling objects; weight of snow, ice or sleet; accidental discharge or leakage of water or steam as the direct result of the breaking or cracking of any part of a system or appliance containing water or steam.

"Substantially Completed" means that a covered "project" is usable for its intended purpose.

"Tower Crane" means a rotatable cantilever jib on top of a steelwork tower used at "projects" to lift, hoist, move building materials.

"Usable Existing Structure(s)" means only those parts of an existing structure which are intended to be a permanent part of the completed covered "project" according to the project plans, including all construction, reconstruction, alterations, additions, improvements, renovations or repairs that occurred prior to the effective date of this Policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CORNERSTONE COMPLETE®
MULTIPLE RATE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

CORNERSTONE COMPLETE® COVERAGE FORM

Rates

The following are the reporting rates for this Policy:

\$0.0069 Wastewater Treatment Plants
Per \$100 of completed value (\$.083 annual rate)
\$0.0045 Pipelines/interceptors
Per \$100 of completed value (\$.054 annual rate)

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CORNERSTONE COMPLETE®
MULTIPLE LIMIT ENDORSEMENT**

This endorsement modifies Insurance provided under the following:

CORNERSTONE COMPLETE® DECLARATIONS

The Limits of Insurance, as referenced on the Declarations, apply as listed below:

Existing Structure Limit: \$0 Not Covered

New Work Limit: \$50,000,000 **Please note we have to report any project valued over \$50M to our reinsurance treaties. Please include all projects on your monthly report, even projects valued over \$50M as we have the ability to provide coverage over \$50M but anything over \$50M will need to be specifically endorsed onto our policy in order for us to comply with our reinsurance treaties.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MARIJUANA EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL INLAND MARINE COVERAGE PART

- A.** The following is added to Paragraph 2. **Property Not Covered:**
"Marijuana".

However, this paragraph does not apply to:

Any "marijuana" that is not designed, manufactured, distributed, sold, served or furnished for bodily:

- a.** Ingestion;
- b.** Inhalation;
- c.** Absorption; or
- d.** Consumption.

- B.** For the purpose of this endorsement, the following definition is added: "Marijuana":

- 1.** Means:

Any good or product that consists of or contains any amount of Tetrahydrocannabinol (THC) or any other cannabinoid, regardless of whether any such THC or cannabinoid is natural or synthetic.

- 2.** Paragraph **B.1.** above, includes, but is not limited to, any of the following containing such THC or cannabinoid:

a. Any plant of the genus Cannabis L. or any part thereof, such as seeds, stems, flowers, stalks and roots; or

b. Any compound, byproduct, extract, derivative, mixture or combination, such as, but not limited to:

- (1)** Resin, oil or wax;
- (2)** Hash or hemp; or
- (3)** Infused liquid or edible marijuana;

whether derived from any plant or part of any plant set forth in Paragraph **B.2.a.** above or not.

All other terms and conditions remain unchanged.

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