

CHANGE ORDER NO.: 001

Owner: City of Lead, South Dakota Owner's Project No.: WC2203083.04
Engineer: Interstate Engineering Engineer's Project No.: WC2500057
Contractor: Halme Construction Contractor's Project No.:
Project: Deadwood Supply Line
Contract Name: N/A

Date Issued: 7/16/2025 Effective Date of Change Order: 7/21/2025

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

Description:

- A) Remobilization Costs to be paid to continue work on the project. This is justified based on the below Attachments, and from field visits with contractor to review in-field situations of underground utilities.**
- B) Rigid Insulation (Foam Board) was determined to potentially be needed if shallow open utilities are required, such as shallow storm water culverts. If less than 18 inches of clear cover is needed for waterline installation, than Foam Board Insulation is allowed to be utilized to protect waterline.**

Attachments:

- A) Stop Work Order 001**
B) Cost Backup and Breakdown from Halme for Re-mobilization
C) Cost Backup and Breakdown from Halme for Rigid Insulation
D) Latest Utilities Map received from Lab on 5/12/2025
E) Pre-construction Meeting Minutes.

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ 505,722.25	Original Contract Times: Substantial Completion: June 1, 2025 Ready for final payment: June 1, 2025
Increase from previously approved Change Orders No. 1 to No. X: \$ N/A	Increase from previously approved Change Orders No.1 to No. X: Substantial Completion: N/A Ready for final payment: N/A
Contract Price prior to this Change Order: \$ 505,722.25	Contract Times prior to this Change Order: Substantial Completion: June 1, 2025 Ready for final payment: June 1, 2025
Increase this Change Order: \$ 16,570.00	Increase this Change Order: Substantial Completion: 97 Working Days Ready for final payment: 153 Working Days
Contract Price incorporating this Change Order: \$ 522,292.25	Contract Times with all approved Change Orders: Substantial Completion: October 13, 2025 Ready for final payment: December 31, 2025

	Recommended by Engineer (if required)	Accepted by Contractor
By:	Kyle Carey	
Title:	Project Engineer	
Date:	7/16/2025	
	Authorized by Owner	Approved by Funding Agency (if applicable)
By:		
Title:		
Date:		

Attachment A

SUSPEND WORK ORDER

Date: March 27, 2025

CONTRACTOR: Halme inc.

Project: Deadwood Water Supply Line Replacement, Project No. WC22-03-083.04

Under the terms of your Contract, dated November 13, 2024 on the referenced project, you are hereby directed to SUSPEND WORK on this project for the following reason(s):

- Utility Conflict Resolution
 - Conflicts with multiple utilities have been found, and a resolution needs time to develop.

This notice is effective at the close of business on March 27, 2025, at which time there remains 66 days in which to complete your Contract. A *Resume Work Order* will be issued when conditions are such that work can be performed in accordance with the specifications.

Please acknowledge your receipt of this Order in the space provided below and return a copy to the OWNER and the ENGINEER.

Sincerely,



(OWNER/Consultant)

Receipt Acknowledged:

Contract Data:

CONTRACTOR _____ Stipulated Contract Days N/A

Signature _____ Authorized Extension Days N/A

Title _____ Total Contract Days N/A

Date _____ Days Used To Date N/A

Days Remaining N/A

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Attachment B

Estimate Recap Report

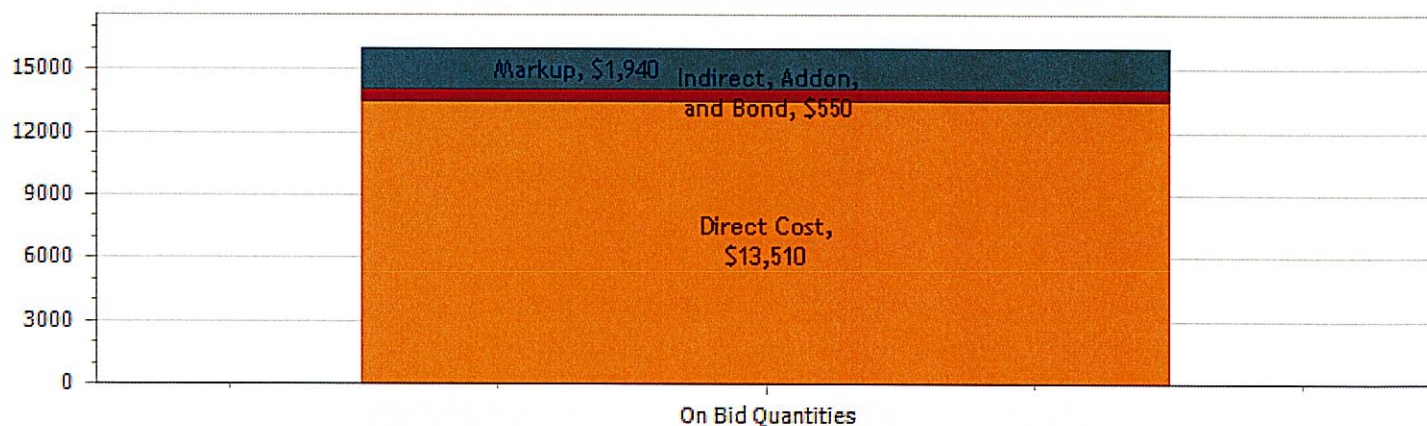
Project Information

Estimate:	2410333-CO - Deadwood Supply Line Replace CO	Bid Date:	-
Project:	-	Review Date:	-
Estimator In Charge:	-	Job Duration:	0 months
Owner:	-	State:	SD
Engineer:	-	Estimate Type:	Estimate
Related Estimate:	-		

Estimate Summary

	On Bid Quantities	%
Direct Cost	13,510	84.44%
Indirect Cost	0	0.00%
Addons	335	2.00%
Bond	215	1.28%
Pass Through Cost	0	0.00%
Direct Markup	2,702	16.89%
Indirect Markup	0	0.00%
Markup Addons	0	0.00%
+ / - Adjustments	0	
Pass Through Adjustment	0	
Unbalancing Difference	-762	-4.76%
Rounding Difference	0	
Desired Bid	0.00	
Final Bid Total	16,000.00	100.00%
Final Markup (% Based on Cost)	1,940	13.80%

Takeoff vs Bid Quantity



Adjustments for Bid/Takeoff Differences

Gain(+) or Loss (-) by factoring indirects	0
Gain(+) or Loss (-) by factoring markup	0
Gain(+) or Loss (-) by factoring addon/bond costs	0
Amount by which the bid has been adjusted	0

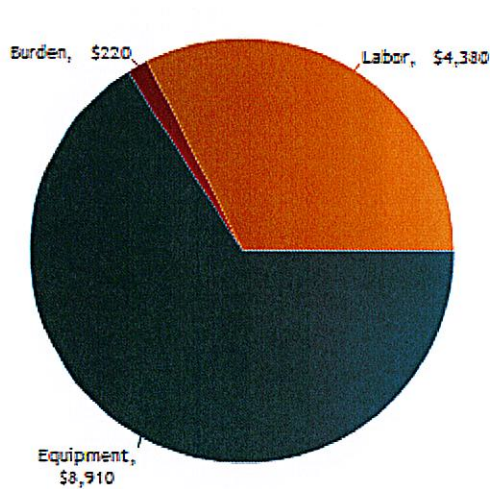
Other Totals

Total Sales Tax	\$0	Burden % of Direct Labor	4.78%
Total Escalation	\$0	Burden % of Indirect Labor	0.00%

Labor % of Job Cost	32.72%	EOE % of Equipment	66.16%
Equipment % of Job Cost	63.37%	Current Minority %	0.00%

Totals by Cost Type - Bid Quantities

	Direct	Indirect	Total	% of Total
Base Labor	4,380	0	4,380	32.42%
Burden	220	0	220	1.63%
Total Labor	4,600	0	4,600	34.05%
Inside Equipment	3,015	0	3,015	22.32%
Outside Equipment	0	0	0	0.00%
EOE	5,895	0	5,895	43.63%
Total Equipment	8,910	0	8,910	65.95%
Permanent Materials	0	0	0	0.00%
Construction Materials	0	0	0	0.00%
Subcontractors	0	0	0	0.00%
Misc 1	0	0	0	0.00%
Misc 2	0	0	0	0.00%
Misc 3	0	0	0	0.00%
Totals	13,510	0	13,510	100.00%



Fuel Summary

Fuel Type	Quantity	Units
Gasoline	0	Gal
Diesel	0	Gal
Off Road	0	Gal
Electricity	0	kWh
Propane	0	Gal

Sales Tax Summary

	Setup Tax %	Average Tax %	Total Taxes
Permanent Materials	6.200%	0.000%	0
Construction Materials	6.200%	0.000%	0
Inside Equipment	0.000%	0.000%	0
Outside Equipment	6.200%	0.000%	0
EOE	0.000%	0.000%	0
Subcontractors	0.000%	0.000%	0
Misc 1	0.000%	0.000%	0
Misc 2	0.000%	0.000%	0
Misc 3	0.000%	0.000%	0
Total Tax			0

Escalation Summary

	Average Escalation %	Total Escalation
Labor	0.00%	0
Inside Equipment	0.00%	0
Outside Equipment	0.00%	0
EOE	0.00%	0
Permanent Materials	0.00%	0
Construction Materials	0.00%	0
Subcontractors	0.00%	0
Misc 1	0.00%	0
Misc 2	0.00%	0
Misc 3	0.00%	0
Total Escalation		0

Labor Summary

	Direct	Indirect	Total
Hourly Labor (MH, MHS, MHR, MHRS)			
Manhours	75	0	75
Base Labor	4,080	0	4,080
Premium (on Base Labor)	300	0	300
Base Burden	220	0	220
Premium Burden	0	0	0
Total Labor	4,600	0	4,600
Daily Labor (DAY, DAYS, DY, DYS)			
None	0	0	0

Weekly Labor (WK, WKS, WEEK)

None	0	0	0
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Monthly Labor (MO, MON, MNTH, MMO, MMOS)

None	0	0	0
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Balanced Markup Calculation Summary IS Current Last run 7/3/2025 10:17:00 AM
 Spread IS Current Last run 7/3/2025 10:17:00 AM

	Cost	Markup %	Markup \$
Labor	4,380	20.00%	876
Burden	220	20.00%	44
Permanent Materials	0	20.00%	0
Construction Materials	0	20.00%	0
Inside Equipment	3,015	20.00%	603
Outside Equipment	0	20.00%	0
EOE	5,895	20.00%	1,179
Subcontractors	0	20.00%	0
Misc 1	0	20.00%	0
Misc 2	0	20.00%	0
Misc 3	0	20.00%	0
Overrides	0	0.00%	0
Total	13,510	20.00%	2,702

Addons, Bond and Markup Summary **Dependent on Bid Summary**

	Total	%
Cost Addons		
Excise Tax	335	2.10%
Bond		
Bond	215	1.34%
Markup		
Resource Markup	2,702	16.89%
Total Markup	2,702	16.89%
Markup, Addons, and Bond Total	3,252	20.32%

Key Indicators **Dependent on Bid Summary**

	Result	Formula
Balanced Markup/Total Labor	58.74%	Balanced Markup / Total Labor
Indirect Cost/Direct Cost	0.00%	Indirect Cost / Direct Cost
Total Manhours	75.00	Direct Manhours + Indirect Manhours

Estimate Notes

Check wage expiration!!!
 *****Estimate created on: 06/10/2025 by User#: 3 - Brian Halme
 Source estimate used: Z:\EST\ESTMAST

Cost Report

Halme Inc.
2410333-CO

1
Deadwood Supply Line Replace CO

Jeff Halme

Page 1 of 2
7/3/2025 10:23 AM

Biditem

10

Re-Mobilization

Takeoff Qty: 1.000 LS

Bid Qty: 1.000 LS

	Base Labor	Burden	Total Labor	Equipment	Perm Matls	Const Matls	Sub	Total
U. Cost	4,380.00	219.91	4,599.91	8,910.00	0.00	0.00	0.00	13,509.91
Total	4,380.00	219.91	4,599.91	8,910.00	0.00	0.00	0.00	13,509.91

Manhours	Unit/MH	MH/Unit	\$/MH	Base Labor/MH	Total Labor/MH	Unit/CH
75.0000	0.0133	75.0000	180.1321	58.4000	61.3321	0.0133

Activity: 10A Remobilized large equipment to job site Quantity: 5.00 Unit: EA

	Base Labor	Burden	Total Labor	Equipment	Perm Matls	Const Matls	Sub	Total
U. Cost	330.00	16.17	346.17	852.00	0.00	0.00	0.00	1,198.17
Total	1,650.00	80.85	1,730.85	4,260.00	0.00	0.00	0.00	5,990.85

Crew \$/Unit	Crew Hrs/Unit	Units/Crew Hr	\$/Crew Hour	Shifts	Units/Shift	Shifts/Unit	\$/Shift
1,198.1700	6.0000	0.1667	199.6950	3.0000	1.6667	0.6000	1,996.9500

Manhours	Unit/MH	MH/Unit	Total Labor/MH	Base Labor/Unit
30.0000	0.1667	6.0000	57.6950	330.0000

Calendar: 510 5 10hr Days Hrs/Shift: 10 WC: SD6217 Excavation & Drivers

Crew: TRLOW Lowboy w/ Driver Prod:HU 6 Eff: 100.00 Crew Hrs:30.00 Labor Pcs:1.00 Equipment Pcs:2.00

Resource	Description	Pcs/Wste	Quantity	Unit	Unit Cost	Tax/OT %	Actual UC	Total
8TRKTRA	KW T-800 Tractor	1.00	30.00	HR	93.00	100.000	93.00	2,790.00
8TRLLOW50T	50 ton Lowboy Trailer	1.00	30.00	HR	49.00	100.000	49.00	1,470.00
OPR2	Operator 2	1.00	30.00	MH	50.00	110.000	57.70	1,730.85

Activity: 10B Demobilize equipment from jobsite Quantity: 5.00 Unit: EA

	Base Labor	Burden	Total Labor	Equipment	Perm Matls	Const Matls	Sub	Total
U. Cost	330.00	16.17	346.17	852.00	0.00	0.00	0.00	1,198.17
Total	1,650.00	80.85	1,730.85	4,260.00	0.00	0.00	0.00	5,990.85

Crew \$/Unit	Crew Hrs/Unit	Units/Crew Hr	\$/Crew Hour	Shifts	Units/Shift	Shifts/Unit	\$/Shift
1,198.1700	6.0000	0.1667	199.6950	3.0000	1.6667	0.6000	1,996.9500

Manhours	Unit/MH	MH/Unit	Total Labor/MH	Base Labor/Unit
30.0000	0.1667	6.0000	57.6950	330.0000

Calendar: 510 5 10hr Days Hrs/Shift: 10 WC: SD6217 Excavation & Drivers

Crew: TRLOW Lowboy w/ Driver Prod:HU 6 Eff: 100.00 Crew Hrs:30.00 Labor Pcs:1.00 Equipment Pcs:2.00

Resource	Description	Pcs/Wste	Quantity	Unit	Unit Cost	Tax/OT %	Actual UC	Total
8TRKTRA	KW T-800 Tractor	1.00	30.00	HR	93.00	100.000	93.00	2,790.00
8TRLLOW50T	50 ton Lowboy Trailer	1.00	30.00	HR	49.00	100.000	49.00	1,470.00
OPR2	Operator 2	1.00	30.00	MH	50.00	110.000	57.70	1,730.85

Activity: 10C Mobilize and demobilize small equipment from jobsite Quantity: 3.00 Unit: EA

	Base Labor	Burden	Total Labor	Equipment	Perm Matls	Const Matls	Sub	Total
U. Cost	360.00	19.40	379.40	130.00	0.00	0.00	0.00	509.40
Total	1,080.00	58.21	1,138.21	390.00	0.00	0.00	0.00	1,528.21

Crew \$/Unit	Crew Hrs/Unit	Units/Crew Hr	\$/Crew Hour	Shifts	Units/Shift	Shifts/Unit	\$/Shift
509.4033	5.0000	0.2000	101.8807	1.5000	2.0000	0.5000	1,018.8067

Manhours	Unit/MH	MH/Unit	Total Labor/MH	Base Labor/Unit
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Attachment C

HALME LEAD DEADWOOD WATER MAIN CO #1 PROPOSAL

Biditem	Description	Quantity	Units	Unit Price	Bid Total
1000	CO #1 Rigid Insulation Under Culvert Pipes	20.000	LF	28.50	570.00
1010	CO #1 Spool In Place Of Meter Until Meter Shows Up	1.000	EA	1,506.00	1,506.00
Bid Total					\$2,076.00

\$570.00

[Home](#) / [Building Materials](#) / [Insulation](#) / [Insulation Sheets](#) / Owens Foamular NGX F250 2" X 48" X 96" Sse 48P[Owens Corning](#)

Owens Foamular NGX F250 2" x 48" x 96" Sse 48P

SKU#: 5951130936

MFG#: 1130936

\$59.89 (SHEET)[Add to List](#) | [Share](#)

Ready to Ship

[View Availability by Branch](#)

QTY

1

ADD TO CART

Selected Branch [Change](#)

White Cap - Ecommerce 594
4500 5th Ave South
Building M4
Birmingham, AL 35222
(205) 714-3395

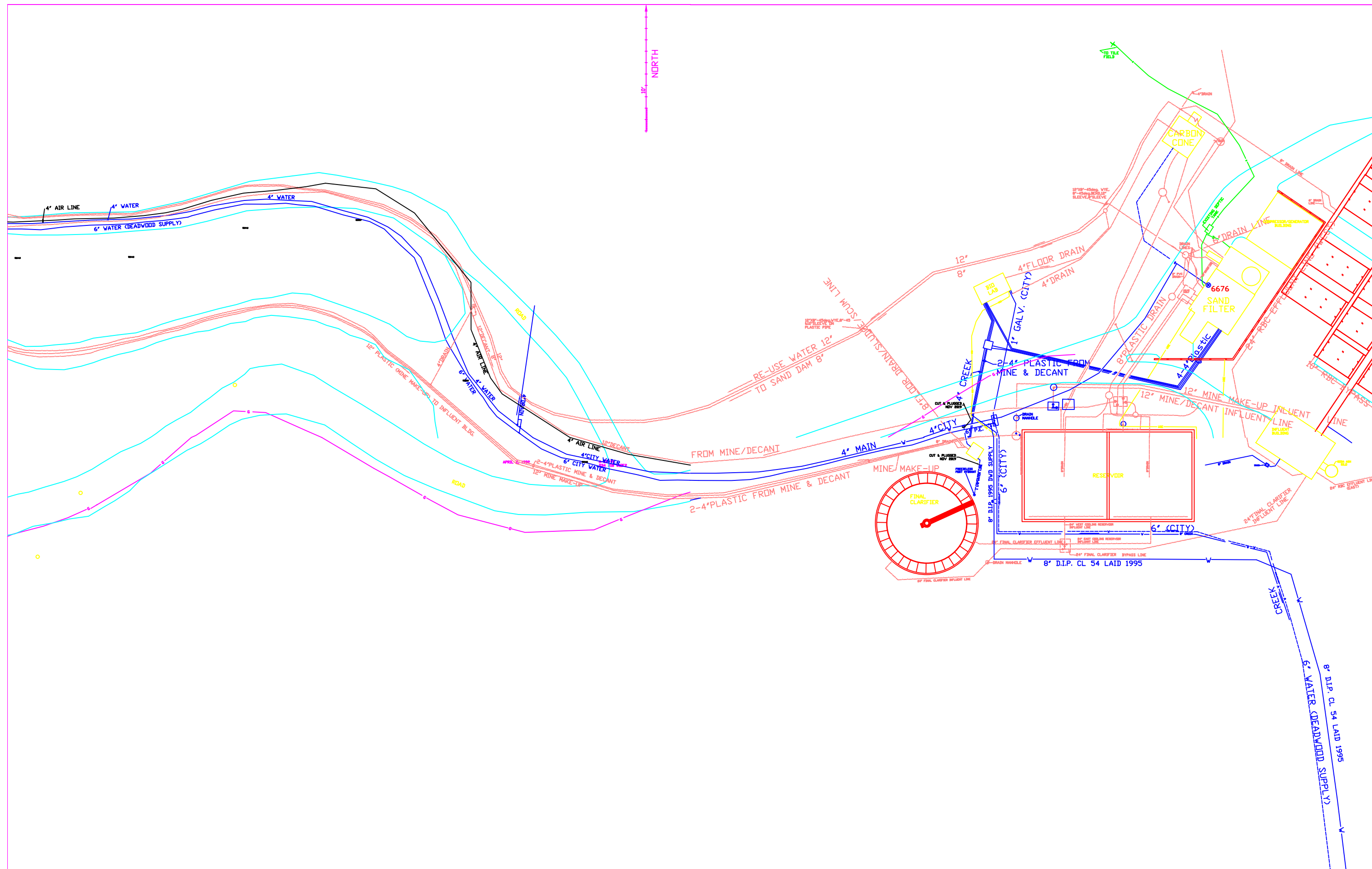
Select your local branch for best pricing and delivery options.

Orders ship in 1-3 business days.

Item does not meet small parcel ground shipping requirements.
Item can only be delivered to select locations.

PRODUCT DETAILS

Attachment D



Attachment E



PRE-CONSTRUCTION MEETING

DATE: January 7, 2025 **PROJECT:** Deadwood Water Supply Line

OWNER: City of Lead **IE PRJ NO:** WC22-03-099

CONTRACTOR: Halme, Construction **OWNER PRJ NO:** _____

CONTRACTOR PRJ NO: _____ **AGENCY PRJ NO:** _____

ENGINEER: INTERSTATE ENGINEERING, INC.

1. SIGN IN SHEET

- a. All Attendees should sign the sheet. Please be sure to include an e-mail address and phone number for future correspondence.

2. INTRODUCTIONS

- a. Engineer's team:

Zach Grapentine	Engineer of Record	zach.grapentine@interstateeng.com
Kyle Carey	Construction Manager	kyle.carey@interstateeng.com
Claire Peasley	Staff Engineer	Claire.Peasley@interstateeng.com
- b. Owner's representatives:
 - i. Point of Contact – Rim Gudith
 - ii. Second – Jason Bauernfeind
- c. Contractor's representatives:
 - i. Superintendent – Brian Halme
 - ii. Foreman – Brian Halme
 - iii. Safety Officer – Brian Halme
 - iv. 24/7 Contact Person – Brian Halme
- d. Sub-contractor's representatives: **Staking/Survey – Baseline, Seeding – undecided.**
 - i. Superintendent
 - ii. Foreman
 - iii. Safety Officer
 - iv. 24/7 Contact Person
- e. Agency Representatives:
 - i. **Pay applications to Jennifer Sietsema and Greta Work**

3. PROJECT DESCRIPTION AND SCOPE OF WORK

- a. The work generally consists of:
 - i. Installation of approximately 2,233 linear feet of domestic water line to include water fittings, valves, PRV with vault, and fire hydrants. The project will consist of two (2) connections to the existing watermain and a single service connection with a water meter pit and assembly. After installation of domestic water line, gravel surfacing shall be re-applied.
- b. Owner concerns and recommended work sequence: **Estimated 1 Day down time for water**
 - i. Product availability status
 - 1. **Specified Meter about 9-12 months out**
 - 2. **Possible temporary spool to bypass meter for a few hours. Overall minor cost, with spool being the main cost. Change Order will be requested once costs are determined.**
 - ii. Completion date.
 - 1. **Start mid/end March when meter arrives**
 - 2. **Stop June 1**

4. CONTRACT

- a. Notice of Award was given on November 13, 2004**2024** and the Notice to Proceed will be issued effective _____, the contract period is N/A calendar days and/or has a completion date of June 1, 2025.
- b. The project shall be substantially complete, ready for final inspection, and ready for Owner use on or before June 1, 2025. Substantially complete work shall include all hard surfaces and water. Work shall have a final completion date of June 1, 2025.
- c. Liquidated Damages for this project are \$ 1,000 /day, beginning on June 1, 2025. (Contractor shall request additional days with claim at each time giving event and not wait until the end of the project, this includes weather days. Additional days not requested per the General Conditions will not be considered.)
- d. Warranty period of 1 year begins on the date of substantial completion.
- e. *Prior to beginning any work, Contractor is required to submit a list of Sub-contractors and suppliers, list of equipment with rental price for each, list of crew members with job classification. Provide a progress schedule, schedule of payments, schedule of values (lump sum contracts), and a list of submittals.*

5. PROJECT SCHEDULE

- a. Schedule submitted by Contractor: **Submitted closer to NTP being issued.**
- b. Working Hours and Days: **8:00 AM – 4:30 PM or 7:00 AM – 5:00 PM** Per Contract Documents: Monday Through Friday
- c. Progress Meetings: **Biweekly every other Thursday at 8:00 AM. Location dependent on weather.**

6. ENGINEER'S RESPONSIBILITIES

- a. Refer to Article 10 of EJCDC C-700, Standard General Conditions of the Construction

Contract, "*ENGINEERS STATUS DURING CONSTRUCTION*".

- i. ".....Engineer will not supervise, direct, control, or have the authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to performance of the work."
- b. Engineer will be the Owner's representative during construction.
- c. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as he/she deems necessary to be assured that the work is being carried out in accordance with the plans and specifications. Contractor to notify Engineer as required per the plans and specs.
 - i. Contractor plans to include an updated weekly four week look ahead.
- d. Engineer may furnish a Resident Project Representative to assist Engineer in providing onsite observation of the Work.
- e. Engineer shall review and approve all shop drawings, review and certify partial payment estimates, prepare, justify, and recommend necessary change orders, approve installed equipment operation, and certify test results.
- f. Engineer has the authority to reject defective work.
- g. Engineer shall prepare a punch list, certificate of substantial completion, provide Owner with record drawings, and recommend final acceptance.
- h. Engineer may provide Owner monthly progress reports, project issues, and itemized monthly billing for engineering services.
- i. Engineer shall comply with the Contractor's Safety Program.

7. RESIDENT PROJECT REPRESENTATIVE RESPONSIBILITIES (RPR).

- a. Takes all direction from and reports directly to Engineer (Construction Manager).
- b. Keep a log when on site.
- c. Prepare daily observation reports.
- d. Attend all scheduled progress meetings and prepare minutes of the meeting.
- e. Keep a log of all testing and retesting.
- f. Report to Engineer any unsatisfactory, faulty, or defective work.
- g. Mark all changed construction details on plans to be later incorporated into the record drawings.
- h. Make measurements with the Contractor to determine the amount of work completed and audit all partial pay estimates.
- i. Prepare a punchlist of items to be completed before the pre-final inspection.

- j. RPR cannot authorize changes in work without direction from construction manager.

8. CONTRACTOR'S RESPONSIBILITIES

- a. Refer to Article 7 of EJDC C-700, Standard General Conditions of the Construction Contract, "*CONTRACTORS RESPONSIBILITIES*".
 - i. "Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents...."
- b. Follow the plans, specifications, addendums, and all other contract documents.
- c. Provide a satisfactory work schedule and schedule of anticipated payments prior to the first partial payment estimate.
- d. Provide an updated project schedule with each pay estimate.
- e. Provide a full-time competent resident superintendent. Superintendent is required to be present during all construction activities.
- f. Material storage and staging shall be the responsibility of the Contractor. Locations and written agreements shall be provided to the Engineer.
- g. Obtain all required permits.
- h. Provide an equipment list with hourly rates to Engineer.
- i. Schedule weekly progress meetings with the Owner and Engineer, prepare minutes of the meeting.
- j. Comply with all employment regulations.
- k. Comply with all state wage rates.
- l. Comply with the Davis-Bacon Act where applicable.
- m. Comply with TERO where applicable.
- n. Comply with all OSHA safety requirements and any other applicable agencies requirements.
- o. Responsible for the acts and omissions of all Sub-contractors.
- p. Follow all written field directives from the Engineer and resident project representative.
- q. Review all shop drawings and submittals before submitting to Engineer.
- r. Guarantee all materials and equipment furnished, work performed and repairs for a period of one year from the date of substantial completion.
- s. Submit all required O & M manuals, and as-built drawings.

9. OWNERS RESPONSIBILITIES

- a. Refer to Article 9 of EJDC C-700, Standard General Conditions of the Construction

Contract, "OWNERS RESPONSIBILITIES".

- b. Become familiar with the responsibilities of the Contractor and Engineer.
- c. Review the Contractor's schedule.
- d. Initiate any desired changes in the project and file any complaints received or unsatisfactory work items with the Engineer.
 - i. All field directives must be given to the Contractor by the Engineer or his/her representative. The Owner must not direct the Contractors work.
- e. Keep easements and permits current and obtain necessary changes in writing.
- f. Make payments to all parties in accordance with the contracts. The Owner must review the Contractor's partial payment estimates and the engineering invoices.
- g. Provide a certificate of tax exemption if applicable.
- h. Make final acceptance of the contracts.
- i. Attend all progress meetings.
- j. Has the authority to stop work.

10. PAY ESTIMATES

- a. The Contractor and Engineer will concur on all quantities. The Contractors superintendent and the Interstate Engineering RPR will review and agree on the quantities. A daily/weekly quantity report will be signed by both parties.
- b. The Contractor will prepare the estimate and submit to Engineer for review. The Engineer will submit it to the Owner for review and approval. **Engineer requests Form EJCDC C-620 to be used for Pay Requests.**
- c. Decisions of the Engineer as to the amount of work done shall be the final basis for payment.
- d. The Contractor may request payment for stored materials per the General Conditions. The Contractor shall provide paid invoices and proof of insurance on materials and equipment with request for payment.
- e. Payment will not be made for incomplete, defective, or non-compliant work or for any work placed on top of unacceptable work.
- f. Engineer's overtime, retesting back charges, and liquidated damages will be deducted from pay estimates.
- g. Owner shall retain 10 % of amounts due until final completion. Gross receipts tax of ___% will deducted and paid to state on the Owner's behalf.
- h. Pay estimate cut-off date shall be **the 10th of each month.**
- i. Engineer has 7 days after receipt of the pay request to review and make recommendations to the Owner.

- j. Pay requests will not be approved without an updated construction schedule and schedule of values. Certified Payroll records must also be submitted if not up-to-date.
- k. Final payment will not be issued until the project punchlist items are complete, close-out forms are completed, and RECORD DRAWINGS submitted per the General Conditions.

11. GENERAL CONDITIONS

- a. Articles of the EJCDC C-700, 2018, Standard General Conditions of the Construction Contract shall apply and govern except as amended in the supplementary conditions.
- b. Article 2 Before beginning any work submit the following: preliminary Progress Schedule, preliminary Schedule of Submittals, and preliminary Schedule of Values.
- c. Article 5 Contractor is responsible for obtaining permission from landowners beyond the construction limits.

Contractor shall contact Engineer immediately upon exposing any hazardous waste discovered that is not shown on the plans.
- d. Article 7 Contractor is solely responsible for the means, methods, techniques, sequences, and procedures and to see that work complies with the contract documents.

Contractor shall maintain a set of neat and up-to-date record drawings on the project site.
- e. Article 11 Only the Owner can approve any additions, deletions, or revisions in the work.

Contract Price/Times may only be changed by a Change Order.

Owner or Contractor may request a Change Order.

Engineer cannot approve a Change Order; makes recommendations to Owner.

Time change requests will be considered on a per incident basis at time giving event.

Contractor has 30 days to give notice and 60 days to provide supporting data for claims.
- f. Article 14 Engineer will give Contractor notice of defective or unacceptable work upon having knowledge of such.

Engineer and Owner are not responsible to "Catch and Notify" Contractor of defects or unacceptable work. Contractor is ultimately responsible for all work.

Only the Owner can stop work. Contractor or Engineer do not have the authority to stop work unless approved by Owner.
- g. Article 15 Substantial Completion must be requested by Contractor in writing.

Substantial Completion is defined as entire work being ready for its intended use by Owner.

Contractor shall give written notice to Engineer when he feels the entire work is complete and ready for final inspection.

- h. Article 17 Disputes will be handled in strict accordance and compliance with the requirements of the General Conditions and Contract Documents.

12. SUPPLEMENTARY CONDITIONS AND SPECIAL PROVISIONS

- a. Contractor is advised to review the Section _____ "Special Provisions". Money will be re-imbursed within 30 days from receipt of payment application.
- b. This includes the following Special Provisions (Discuss each item)

13. APPLICABLE LAWS, ORDINANCES, AND REGULATIONS

- a. Prevailing wages must be paid per the contract documents.
- b. Contractor will submit 3 copies of weekly certified payroll records to the Engineer.
- c. EEO posters, non-segregated facilities compliance and wages must be posted in a prominent place for all workers to see.
- d. Contractor is responsible for complying with Federal and State safety requirements. Contractor is solely responsible for safety and maintaining a safety program. The Contractor shall appoint a safety representative.

14. SUBMITTALS/SHOP DRAWINGS

- a. Contractor shall submit digital copies to the Construction Manager and RPR.
- b. Contractor shall coordinate, review, stamp, and sign all submittals prior to transmitting to Engineer. -Engineer will not accept submittals/shop drawings from suppliers or Sub-contractors.
- c. Engineer will not accept submittals transmitted without a cover letter identifying spec section.
- d. Materials incorporated into the project without the required submittals, are done so at the Contractors risk.
- e. Engineer has up to five (5) business days for review.

15. CHAIN OF REPORTING

- a. All field correspondence should be between the prime Contractor's superintendent and the Interstate Engineering RPR. Interstate Engineering will report to the Owner.
- b. All communication, correspondence, directives, variations, field orders, work change directives, change orders, claims, progress pay requests, etc. to and from any party shall go through the RPR.

16. PLANS AND SPECIFICATIONS

- a. Geotechnical Report: N/A
- b. Errors, conflicts, discrepancies, or emissions
 - i. Problems with culvert. 18" cover may be difficult to get in Field. If required cover cannot be reached, an insulated separator will be used between utilities.
- c. Additional plans and specs needed?

17. FIELD ENGINEERING

- a. Discuss primary survey control and construction staking responsibilities.
- b. Baseline will be doing the construction staking for the Contractor.
- c. Contractor will provide Engineer with a duplicate set of staking notes within 24 hours after staking is completed by another firm. Engineer is not responsible for checking of survey notes, staking, or work completed.
- ~~d. Interstate Engineering requires staking requests be submitted 72 hours in advance for scheduling. N/A~~

18. QUALITY CONTROL

- a. Discuss Quality Control requirements specified in the Contract Documents and how those requirements will be met and documented by the Contractor.
- b. Owner has retained Interstate Engineering, Inc. to schedule/perform quality assurance testing, if deemed necessary. Owner will pay for Quality Assurance testing, any retests will be back chargeable to the Contractor and will be deducted from monthly pay estimates. Kyle sent contact information to Brian for a testing firm.

19. PROJECT COORDINATION

- a. Contractor shall contact all utility companies for exact locations of buried utilities prior to digging. Locations of existing utilities on shown as plans are approximate and not guaranteed as to accuracy and completeness.
- b. When connecting to an existing water system the Owner shall operate existing valves. Coordinate shutting off water main with the Owner well in advance to minimize inconvenience to users and maintain fire protection. Owner has the right to dictate when water can be shut off. A minimum of 2 days notice is required.
- c. Noise/Access Concerns
 - i. No noise concerns.
 - ii. Access dictated by laboratory.
 - iii. Use Park Avenue.
 - iv. Todd Hubbard to be notified daily of access and people on site.
- d. Traffic Control Plans

- i. Access to site may not require TCP as it is a currently closed road.
- e. Agency Requirements
 - i. Davis-Bacon required.
 - ii. Payroll to be submitted weekly
 - iii. Authorized bid and CATEx information to be sent to Suzanne
- f. Laboratory Requirements
 - i. The "In case of emergency form" will be on-site
 - ii. A toolbox safety meeting will be daily on-site
 - iii. Lab safety includes trench
 - 1. Permit necessary for trenching and excavation
 - 2. Permit necessary for hot work
 - 3. There are not necessary environmental permits, but there are standards.

20. GENERAL DISCUSSION

- a. None

21. SITE TOUR (If Requested)

- a. Not requested

22. ATTACHMENTS

A) Black Hills Council Davis Bacon Packet

B) SURF Contractor Packet