

SECTION 00800SUPPLEMENTARY CONDITIONSSupplementary Conditions

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract Funding Agency Edition, EJCDC No. 1910-8-FA (1997 Edition), hereinafter called the General Conditions, and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

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SC-1 DEFINITIONS

The terms used in these Supplementary Conditions which are defined in the General Conditions have the meanings assigned to them in the General Conditions.

SC-1.01.A.52 NON-RESIDENT CONTRACTOR

Add a new paragraph immediately after paragraph 1.01.A.51 of the General Conditions, which is to read as follows:

1.01.A.52 Non-Resident Contractor -

- a. A person who is not a resident in the State where the proposed construction is to be located, or
- b. Any partnership that has no member thereof resident in the State where the proposed construction is to be located.
- c. Any corporation established under laws other than those of the State in which the proposed construction is located.

SC-2.00 SUBCONTRACTORS, SUPPLIERS AND OTHERS

Insert the following section under Article 2 - Preliminary Matters

A. CONTRACTOR shall deliver to ENGINEER a listing of Subcontractors and suppliers for work listed below:

1. Electrical Subcontractor
2. Instrumentation Supplier
3. Chemical Feed Pump Supplier
4. Chemical Storage Tank Supplier

SC-2.01 DELIVERY OF BONDS

SC-2.01 Delete existing paragraph 2.01A and replace with the following:

A. When CONTRACTOR delivers the executed Agreements to OWNER:

1. CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish in accordance with paragraph 5.01.
2. Non-Resident Contractor:

The CONTRACTOR, if a corporation established under laws other than the State in which the proposed construction is located, shall file with the OWNER, notice of the

name of its resident attorney, appointed as required by the laws of the State in which the proposed construction is located. The CONTRACTOR, if a resident of a State other than that in which the proposed construction is located and not a corporation, shall file, at the time of execution of the Agreement, with the OWNER a written appointment of a resident of the State in which the construction is located, having an office or place of business therein, to be his true and lawful attorney upon whom all lawful processes in any actions or proceedings against him may be served; and in such writing, which shall set forth said attorney's place of residence, shall agree that any lawful process against him which is served on said attorney shall be of the same legal force and validity as if served on him and that the authority shall continue in force so long as any liability remains outstanding against him in said State. The power of attorney shall be filed in the office of the Secretary of State if required, and copies certified by the Secretary shall be sufficient evidence thereof. Such appointment shall continue in force until revoked by an instrument in writing, designating in a like manner some other person upon whom such processes may be served, which instrument shall be filed in the manner provided herein for the original appointment.

SC-4.02 SUBSURFACE AND PHYSICAL CONDITIONS

Add the following new paragraph(s) immediately after paragraph 4.02.B:

C. In the preparation of Drawings and Specifications, ENGINEER or ENGINEER's Consultants relied upon the following drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities) which are at or contiguous to the Site:

1. Drawings dated originally November 1989, of New Chlorination/Dechlorination Facilities, prepared by Camp Dresser & McKee., entitled: Record Drawings.
2. Drawings dated February, 1973, of the Wastewater Treatment Plant, prepared by Camp Dresser & McKee., entitled: Record Drawings: Contract No.6 Wastewater Treatment Plant.
3. Drawings dated March 1998, Secondary Clarifier & Chlorination System Modifications, prepared by Wright-Pierce, entitled: Record Drawings.
4. Drawings dated March 1996, Portland wastewater Treatment Facility Improvements, prepared by Wright-Pierce, entitled: Record Drawings.

D. Copies of reports and drawings itemized in SC-4.02.C that are not included with Bidding Documents may be examined at the Portland, Maine office of Wright-Pierce or the East End Wastewater Treatment Facility during regular business hours. These reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which CONTRACTOR may rely as identified and established above are incorporated therein by

reference. CONTRACTOR is not entitled to rely upon other information and data utilized by ENGINEER and ENGINEER's Consultants in the preparation of Drawings and Specifications.

SC-5.04 CONTRACTOR's LIABILITY INSURANCE

SC-5.04 Add the following new paragraph immediately after paragraph 5.04.B of the General Conditions:

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

1. Workers' Compensation, and related coverages under paragraphs 5.04.A.1 and A.2 of the General Conditions:

a. State:	Statutory
b. Applicable Federal (e.g., Longshoreman's):	Statutory
c. Employer's Liability:	\$2,000,000

2. Contractor's General Liability under paragraphs 5.04.A.3 through A.6 of the General Conditions which shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor:

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

e. Property Damage liability insurance will provide Explosion, Collapse, and Underground coverages where applicable.

f. Excess or Umbrella Liability	
1) General Aggregate	\$1,000,000
2) Each Occurrence	\$1,000,000

3. Automobile Liability under paragraph 5.04.A.6 of the General Conditions:

- a. Bodily Injury:
 - Each person \$1,000,000
 - Each Accident \$1,000,000

- b. Property Damage:
 - Each Accident \$1,000,000

- c. Combined Single Limit of \$1,000,000

4. The Contractual Liability coverage required by paragraph 5.04.B.4 of the General Conditions shall provide coverage for not less than the following amounts:

- a. Bodily Injury:
 - Each Accident \$1,000,000
 - Annual Aggregate \$2,000,000

- b. Property Damage:
 - Each Accident \$1,000,000
 - Annual Aggregate \$2,000,000

SC-5.06 PROPERTY INSURANCE

SC-5.06.A. Delete paragraph 5.06.A in its entirety and insert the following in its place:

A. CONTRACTOR shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof. This insurance shall:

1. include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents and other consultants and subcontractors of any of them each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss and 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, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by OWNER prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by ENGINEER; and

5. allow for partial utilization of the Work by OWNER;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by OWNER, CONTRACTOR and ENGINEER with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

B. CONTRACTOR shall be responsible for any deductible or self-insured retention.

C. The policies of insurance required to be purchased and maintained by CONTRACTOR in accordance with this paragraph SC-5.06 shall comply with the requirements of paragraph 5.06.C of the General Conditions.

SC-6.02 LABOR; WORKING HOURS

6.02.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, and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday, or any legal holiday.

Add the following paragraph after 6.02.B.

6.02.C

Regular working hours as referenced in paragraph 6.02.B shall be 6:30 AM to 5:30 PM, Monday through Friday, except as noted in paragraph 6.02.B.

SC-6.05 SUBSTITUTES AND "OR-EQUALS"

SC-6.05.A.1.c Add a new paragraph immediately after paragraph 6.05.A.1.b of the General Conditions, which is to read as follows:

c. It shall be CONTRACTOR's responsibility to coordinate all submittals to ENGINEER for approval to eliminate any conflicts which might arise due to the use of "or equal" items. Any additional costs incidental to the use of "or equal" items will be paid by CONTRACTOR.

SC-6.06 CONCERNING SUBCONTRACTORS, SUPPLIERS, AND OTHERS

SC-6.06.C Add the following sentence at the end of paragraph 6.06.C:

“OWNER or ENGINEER may furnish to any such Subcontractor, Supplier, or other individual or entity, to the extent practicable, information about amounts paid to CONTRACTOR on account of Work performed for CONTRACTOR by a particular Subcontractor, Supplier, or other individual or entity.”

SC-6.09 LAWS AND REGULATIONS

Add the following language after paragraph 6.09.C of the General Conditions: 6.09.D. "Reference is made to the following Laws and Regulations which are separately numbered articles of these Supplementary Conditions as noted:

SC-20	Executive Order 11246
SC-22	CWSRF Supplementary Conditions (Maine DEP)
SC-39	Portland Water District – Confined Space and Safety Procedures and Policies
SC-40	Portland Water District-Process Safety Management Requirements

SC-6.10 TAXES

Add a new paragraph immediately after paragraph 6.10.A of the General Conditions which is to read as follows:

6.10.B. OWNER is exempt from Maine State Sales Tax on materials and equipment to be incorporated in the Work and CONTRACTOR shall not include any amount for said sales tax in the Cost of Work.

SC-6.19 CONTRACTOR’S GENERAL WARRANTY AND GUARANTEE

SC-6.19.C Add the following new paragraph immediately after paragraph 6.19.B of the General Conditions:

C. CONTRACTOR shall guarantee all materials and equipment furnished and Work performed for a period of one (1) year from the date of Substantial Completion. CONTRACTOR warrants and guarantees for a period of one (1) year from the date of Substantial Completion of the systems that the completed systems are free from all defects due to faulty materials or workmanship and CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. OWNER will give notice of observed defects with reasonable promptness. In the event that CONTRACTOR should fail to make such repairs,

adjustments, or other work that may be made necessary by such defects, OWNER may do so and charge CONTRACTOR the cost thereby incurred. The Performance Bond shall remain in full force and effect through the guarantee period.

SC-7.03 CLAIMS BETWEEN CONTRACTORS

SC-7.03 Add the following new paragraph immediately after paragraph GC-7.02:

SC-7.03 Claims Between Contractors

A. Should CONTRACTOR cause damage to the work or property of any separate contractor at the Site, or should any claim arising out of CONTRACTOR's performance of the Work at the Site be made by any separate contractor against CONTRACTOR, OWNER, ENGINEER, ENGINEER's Consultants, or the construction coordinator, CONTRACTOR shall promptly attempt to settle with such separate contractor by agreement, or to otherwise resolve the dispute by arbitration or at law.

B. CONTRACTOR shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, the construction coordinator and the officers, directors, partners, employees, agents and other consultants and subcontractors of each and any of them from and against all claims, costs, losses and damages (including, but not limited to, fees and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any separate contractor against OWNER, ENGINEER, ENGINEER's Consultants, or the construction coordinator to the extent said claim is based on or arises out of CONTRACTOR's performance of the Work. Should a separate contractor cause damage to the Work or property of CONTRACTOR or should the performance of work by any separate contractor at the Site give rise to any other Claim, CONTRACTOR shall not institute any action, legal or equitable, against OWNER, ENGINEER, ENGINEER's Consultants, or the construction coordinator or permit any action against any of them to be maintained and continued in its name or for its benefit in any court or before any arbiter which seeks to impose liability on or to recover damages from OWNER, ENGINEER, ENGINEER's Consultants or the construction coordinator on account of any such damage or Claim.

C. If CONTRACTOR is delayed at any time in performing or furnishing Work by any act or neglect of a separate contractor, and OWNER and CONTRACTOR are unable to agree as to the extent of any adjustment in Contract Times attributable thereto, CONTRACTOR may make a Claim for an extension of times in accordance with Article 12. An extension of the Contract Times shall be CONTRACTOR's exclusive remedy with respect to OWNER, ENGINEER, ENGINEER's Consultants, and construction coordinator for any delay, disruption, interference, or hindrance caused by any separate contractor. This paragraph does not prevent recovery from OWNER, ENGINEER, ENGINEER's Consultant, or construction coordinator for activities that are their respective responsibilities.

SC-9.03 PROJECT REPRESENTATION

Add a new paragraph immediately after paragraph 9.03 of the General Conditions which is to read as follows:

9.03.B Resident Project Representative is ENGINEER's agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding Resident Project Representative's actions. Resident Project Representative's dealings in matters pertaining to the on-site work shall in general be with ENGINEER and CONTRACTOR keeping OWNER advised as necessary. Resident Project Representative's dealings with subcontractors shall only be through or with the full knowledge and approval of CONTRACTOR. Resident Project Representative shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

9.03.B.1 Duties and Responsibilities of Resident Project Representative:

9.03.B.1.a Schedules: Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by CONTRACTOR and consult with ENGINEER concerning acceptability.

9.03.B.1.b Conferences and Meetings: Attend meetings with CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

9.03.B.1.c Liaison:

- i. Serve as ENGINEER's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent and assist in understanding the intent of the Contract Documents; and assist ENGINEER in serving as OWNER's liaison with CONTRACTOR when CONTRACTOR's operations affect OWNER's on-site operations.
- ii. Assist in obtaining from OWNER additional details or information, when required for proper execution of the Work.

9.03.B.1.d Shop Drawings and Samples:

- i. Record date of receipt of Shop Drawings and samples.
- ii. Receive samples which are furnished at the site by CONTRACTOR, and notify ENGINEER of availability of samples for examination.
- iii. Advise ENGINEER and CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been reviewed by ENGINEER.

- 9.03.B.1.e Review of Work, Rejection of Defective Work, Inspections and Tests:
- i. Conduct on-site observations of the Work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - ii. Report to ENGINEER whenever Resident Project Representative believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of Work that Resident Project Representative believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
 - iii. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that CONTRACTOR maintains adequate records thereof; and observe, record and report to ENGINEER appropriate details relative to the test procedures and startups.
 - iv. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to ENGINEER.
- 9.03.B.1.f Interpretation of Contract Documents: Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by ENGINEER.
- 9.03.B.1.g Modifications: Consider and evaluate CONTRACTOR's suggestions for modifications in Drawings or Specifications and report with recommendations to ENGINEER. Transmit to the CONTRACTOR decisions as issued by ENGINEER.
- 9.03.B.1.h Records:
- i. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.
 - ii. keep a diary or log book recording CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.
 - iii. Record names, address and telephone numbers of all contractors, subcontractors and major suppliers of materials and equipment.

- 9.03.B.1.i Reports:
- i. Furnish ENGINEER periodic reports as required of progress of the Work and of CONTRACTOR's compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
 - ii. Consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the Work.
 - iii. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from CONTRACTOR and recommend to ENGINEER Change Orders, Work Directive Changes, and Field Orders.
 - iv. Report immediately to ENGINEER and OWNER upon the occurrence of any accident.
- 9.03.B.1.j Payment Requests: Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.
- 9.03.B.1.k Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the Work.
- 9.03.B.1.i Completion:
- i. Before ENGINEER issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring completion or correction.
 - ii. Conduct final inspection in the company of ENGINEER, OWNER and CONTRACTOR and prepare a final list of items to be completed or corrected.
 - iii. Observe that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.
- 9.03.B.2 Limitations of Authority of the Resident Project Representative:
- 9.03.B.2.a Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by ENGINEER.
- 9.03.B.2.b Shall not exceed limitations of ENGINEER's authority as set forth in the Contract Documents.
- 9.03.B.2.c Shall not undertake any of the responsibilities of CONTRACTOR, subcontractors or CONTRACTOR's superintendent.

- 9.03.B.2.d Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
- 9.03.B.2.e Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
- 9.03.B.2.f Shall not accept Shop Drawing or sample submittals from anyone other than CONTRACTOR.
- 9.03.B.2.g Shall not authorize OWNER to occupy the Project in whole or in part.
- 9.03.B.2.h Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.

SC-12.01 CHANGE OF CONTRACT PRICE

SC-12.01.C CONTRACTOR's Fee

At the end of subparagraph 12.01.C.2.b, prior to the semicolon, add the words "calculated on Subcontractor's actual cost before Subcontractor's fee is added".

At the end of subparagraph 12.01.C.2.c, prior to the semicolon, add the words "calculated on the actual cost of the work performed before any tier Subcontractor's fee is added. The total fee on actual work shall not exceed 20%.".

SC-14.02.A APPLICATIONS FOR PAYMENT

Twenty days after presentation of the application for Payment to OWNER with ENGINEER's recommendation, the amount recommended will (subject to the provision of paragraph 14.02.D) become due, and when due will be paid by OWNER to CONTRACTOR.

SC-14.05 PARTIAL UTILIZATION

SC-14.05.A Add the following new paragraph immediately after paragraph 14.05.A.1, which is to read as follows:

2. OWNER may at any time request CONTRACTOR in writing to permit OWNER to take over operation of any part of the Work although it is not substantially complete. A copy of such request will be sent to ENGINEER, and within a reasonable time thereafter OWNER, CONTRACTOR, and ENGINEER shall make an inspection of that part of the Work to determine its status of completion and will prepare a list of the items remaining to be completed or corrected thereon before final payment. If CONTRACTOR does not object in writing to OWNER and ENGINEER that such part of the Work is not ready for separate operation by OWNER, ENGINEER will finalize the list of items to be completed or corrected and will deliver such lists

to OWNER and CONTRACTOR together with a written recommendation as to the division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, maintenance, utilities, insurance, warranties, and guarantees for that part of the Work which will become binding upon OWNER and CONTRACTOR at the time when OWNER takes over such operation (unless they shall have otherwise agreed in writing and so informed ENGINEER). During such operation and prior to Substantial Completion of such part of the Work, OWNER shall allow CONTRACTOR reasonable access to complete or correct items on said list and to complete other related Work.

Paragraph 14.05.A.2 shall be renumbered to 14.05.A.3.

SC-14.07 FINAL PAYMENT

SC-14.07 Add a new paragraph immediately after paragraph 14.07.B.1 of the General Conditions which is to read as follows:

14.07.B.2 Two (2) percent of the total contract amount as reflected on the final Progress Application for Payment shall be retained by OWNER during the one-year warranty Period. This retainage shall be held by OWNER in an account without interest accruing to CONTRACTOR. All amounts otherwise due CONTRACTOR will be paid as described in paragraph 14.07.C of the General Conditions. At the end of the one-year warranty period, OWNER shall pay CONTRACTOR the retainage less any amounts deducted for failure of CONTRACTOR to perform as outlined in Section 13 of the General Conditions.

Any releases or waivers that are required to be submitted by CONTRACTOR or its Subcontractors and Suppliers at the time of the Final Progress Application for Payment in accordance with paragraph 14.07.A.2 of the General Conditions may be conditioned to payment by OWNER of the project retainage. Final releases or waivers associated with the retainage will be required prior to release and payment of the retainage at the end of the warranty period.

SC-18 FEDERAL REQUIREMENTS

SC-18 Change the title of Section 18 of the General Conditions to STATE AND FEDERAL REQUIREMENTS

SC-18.01.B Add the following new paragraph immediately after Paragraph 18.01.A. of the General Conditions:

18.01.B This Contract is expected to be funded in part by loans through the State of Maine Department of Environmental Protection State Revolving Loan Fund (SRF) which is in part or wholly funded by United States Environmental Protection Agency (EPA) or the State of Maine. Neither the State of Maine nor any of its departments, agencies, or employees is or will be a party to this Contract. All work must be performed in accordance with the law and the requirements of these agencies.

SC-18.05 In paragraph 18.05 of the General Conditions, insert the words “Maine DEP, Maine Municipal Bond Bank” between the word “OWNER” and “AGENCY”.

SC-18.08 Delete paragraph 18.08.A in its entirety and insert the following in its place:

A. Where this Contract exceeds \$100,000 CONTRACTOR shall comply with all the requirements of the Clean Air Act (42 U.S.C. §7414) and Section 308 of the Water Pollution Control Act (33 U.S.C. §1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in Section 114 of the Clean Air Act and Section 308 of the Water Pollution Control Act and all regulations and guidelines issued thereunder after the award of the Contract. In so doing CONTRACTOR further agrees:

1. As a condition for the award of the Contract, to notify OWNER of the receipt of any communication from the Environmental Protection Agency (EPA) indicating that a facility to be utilized in the performance of the Contract is under consideration to be listed on the EPA list of Violating Facilities. Prompt notification is required prior to Contract award.
2. To certify that any facility to be utilized in the performance of any nonexempt contractor subcontract is not listed on the EPA list of Violating Facilities pursuant to 40 CFR Part 32 as of the date of Contract award.
3. To include or cause to be included the above criteria and the requirements in every nonexempt subcontract and that CONTRACTOR will take such action as the Government may direct as a means of enforcing such provisions.

SC 18.13 and 18.14. Add the following paragraphs immediately after Paragraph 18.12 of the General Conditions:

18.13 Safety and Health Regulations: This Contract is subject to all of the Safety and Health Regulations (CRF 29 Part 1926 and all subsequent amendments) as promulgated by the U.S. Department of Labor of June 24, 1974.

18.14 Department of Labor Regulations: This Contract is subject to the following Regulations: Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by 29 CFR part 5 Occupational Safety and Health Standards (OSHA) (29 CFR part 1910)

18.15 This Contract is subject to the Process Safety Management (PSM) of Highly Hazardous Chemicals(HHC's) standard, 29 CFR 1910.119. It is intended to prevent or minimize the consequences of a catastrophic release of toxic, reactive, flammable or explosive HHC's from a process. The existing disinfection process and dechlorination processes utilize Chlorine and Sulfur Dioxide, both of which are listed as HHCs. Contractor shall comply with all requirements as listed under 29 CFR 1910.119.

END OF SECTION