REQUEST FOR QUALIFICATIONS
BROWN BRIDGE DAM REMOVAL AND RESTORATION
BOARDMAN RIVER
EAST BAY TOWNSHIP, GRAND TRAVERSE COUNTY, MI
AMEC Project Number: 3310110027
April 3, 2012

AMEC Environment & Infrastructure, Inc.
Attention: Project Contractors
41 Hughes Drive
Traverse City, Michigan 49696
(231) 922-9050

Responses Due: Monday, April 23, 2012 at 5:00 PM EDT
REQUEST FOR QUALIFICATIONS
BROWN BRIDGE DAM REMOVAL AND RESTORATION

ACKNOWLEDGEMENT

This Request for Qualifications (RFQ) was prepared under grants received by The Grand Traverse Band of Ottawa and Chippewa Indians from the Bureau of Indian Affairs, as Administered through the Great Lakes Restoration Initiative and the United States Fish and Wildlife Service, Tribal Wildlife Grants Program, as well as funding received by the City of Traverse City from the Great Lakes Fishery Trust in support of the removal of the Brown Bridge Dam and restoration of the Boardman River.

1.0 INTRODUCTION

AMEC Environment & Infrastructure, Inc. (AMEC) and the Boardman River Dams Settlement Agreement Implementation Team (IT) seek qualified Contractors to provide demolition and river restoration services for the removal of the Brown Bridge Dam located in East Bay Township, Grand Traverse County, Michigan. All interested Contractors must respond to this RFQ by 5:00 PM Eastern Daylight Savings Time (EDT) on Monday, April 23, 2012 in order to be considered in the Contractor selection process. Contractors selected from the RFQ process will be provided a Request for Proposal (RFP) to competitively bid the project.

The City of Traverse City (City) is the owner of Brown Bridge Dam and they have submitted a Joint Permit Application (JPA) to the Michigan Department of Environmental Quality (MDEQ) for the removal of Brown Bridge Dam and restoration of the river through the former impoundment. A copy of the JPA submitted to the MDEQ which includes a Project Work Description as well as the 60% Design Drawings prepared by AMEC and Inter-Fluve, Inc. (Inter-Fluve) entitled “Brown Bridge Dam Removal and Restoration, Boardman River, Grand Traverse County, Michigan – 60% Design Drawings dated March 13, 2012” (60% Design Drawings) are available on the project’s website, http://www.theboardman.org/ (refer to archive, engineering documents). Note the 60% Design Drawings are to be considered “Draft-Not for Construction”. These and all other documents referenced within this RFQ are available on the project website. During the RFP process, each selected Contractor will be supplied the final design plans and specifications.

The following sections provide background information and a description of the project, Contractor requirements and responsibilities, and a description of the selection process and the anticipated project schedule that is to be adhered to upon award of this project.

2.0 PROJECT LOCATION AND GENERAL OVERVIEW

Brown Bridge Dam is located on the Boardman River in Sections 14 and 15, Township 26 North, Range 10 West, East Bay Township, Grand Traverse County, Michigan (Latitude: 44.643665° Longitude: -85.510034°).

Brown Bridge Dam was constructed in 1921 for the generation of hydroelectric power and was decommissioned in 2006. The dam consists of an earthen embankment, powerhouse, and spillway structure equipped with a slide gate and concrete chute. An abandoned fish ladder is also located north of the powerhouse. The embankment is approximately 1,800 feet (ft) in length with the powerhouse situated approximately 400 ft north of the beginning point (south side) of the embankment. The southern 400 ft of embankment serves as an access road (two-track) to the powerhouse. The embankment is reportedly constructed of hydraulic fill (lower portion) and compacted fill (upper portion of embankment). A concrete retaining wall (core wall) is located along the east side (impoundment side) of the embankment.
to help protect against wave erosion. The powerhouse is constructed of concrete and brick and is located atop two concrete chutes (spillways) for water passage. The impoundment currently comprises approximately 158 acres. A sand delta comprised primarily of sand exists at the eastern end of the pond that is resultant from 90 years of sediment deposition (e.g., located immediately upriver of the impoundment).

Access to the dam is via Brown Bridge Road, an unimproved dirt road located approximately one-quarter mile south of the dam. An unimproved two-track provides access to the project area (from Brown Bridge Road to the dam embankment). The two-track is passable for passenger and work vehicles; however, the passing of large construction equipment and work trailers may require selective tree cutting and improvements to the two-track in certain locations. Access to the impoundment and delta area is via Brown Bridge Road; however, it may be necessary to construct temporary access drives leading from Brown Bridge Road in order for heavy equipment to reach these locations. The property constituting the dam, impoundment, delta area, and the surrounding properties are part of the Brown Bridge Quiet Area, which is owned by the City and managed by the Grand Traverse Conservation District (GTCD). One of the GTCD’s responsibilities includes invasive species management.

Additional information related to this project can be viewed online at http://www.theboardman.org/.

3.0 DESCRIPTION OF BROWN BRIDGE DAM AND ASSOCIATED FACILITIES

3.1 DAM
The Brown Bridge Dam (ID No. 0511) is a high-hazard dam located on the Boardman River approximately 14 miles upstream of Traverse City, Michigan. Since Traverse City Light & Power (TCLP) relinquished its Federal Energy Regulatory Commission (FERC) license in November 2006, the dam has been regulated under Part 315, Dam Safety, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (Act 451), Sections 31501 through 31529. Information provided in this section is derived from the Safety Inspection Report of Brown Bridge Dam (STS, 2008) regarding Brown Bridge Dam and its associated structures.

3.2 EMBANKMENTS
The lower portion of the embankments of the Brown Bridge Dam is believed to consist of hydraulic fill, and the upper portion of the embankments of compacted fill. There is a concrete core wall along the entire upstream length of both earth embankments with a nominal top elevation of 798.4 ft. Historic project drawings show that the core wall extends vertically to a depth of 8 ft except at the powerhouse/spillway structure where it functions as a cutoff wall and extends vertically below the upstream wall of the powerhouse/spillway structure and is keyed 2 ft into the clayey till. The wall extends laterally at this depth left (south) and right (north) of the upstream approach walls for a distance of 20 ft beyond the wall footings. The minimum crest elevation of the embankments identified during the 2008 centerline survey was 802.0 ft. Based on the original design drawings, the design embankment crest elevation was 802.4 ft. The embankment crest width varies from 12 to 15 ft. The downstream slopes are reported to vary from 2:1 (horizontal to vertical) to 2.5:1; however, the 1994 stability analysis assumed downstream slopes as steep as 1.8:1. Cross-sections surveyed during the 2008 inspection showed downstream slopes on the right embankment as steep as 1.5:1. The left embankment adjacent to the powerhouse/spillway structure wall appeared to be steeper than 1.5:1.

3.3 SPILLWAY
As part of the combined powerhouse/spillway structure, the Brown Bridge spillway contains two upper 12-ft wide by 5.5-ft high tainter gates. The upper spillway sill is at elevation 792.5 ft. The two lower 12-ft wide by 5.5-ft high tainter gates function as a turbine bypass and cannot be opened if the water level is above an elevation 791 ft. The lower spillway sill is at elevation 786.7 ft. In addition, there is a log chute
with a slide gate measuring 6-ft wide by 6-ft high adjacent to the powerhouse. The log chute sill is at elevation 792.5 ft. The log chute is intended for additional discharge capacity, but has been used to pass base river flows since November 2006.

3.4 **POWERHOUSE**
The powerhouse is a brick structure supported on a reinforced concrete substructure. The powerhouse contains two vertical shaft Francis turbines with an installed capacity of 830 kilowatts. The turbines consist of one Leffel Type Z rated at 690 horsepower and one Leffel Type F rated at 375 horsepower. The powerhouse, constructed in 1921, is an integral part of the original dam project and was in continuous operation until November 2006 when TCLP surrendered its operating license and decommissioned the plant. All of the turbine-generating and control equipment remain in the powerhouse.

3.5 **INTAKE AND OUTLET STRUCTURES**
The intake structure is integral to the powerhouse. Left and right concrete approach (wing) walls flank either side of the intake bays. Inclined trash racks are located on the upstream side of the intake. In the current mode of operation with the upper tainter gates open and the wicket gates closed, water passes through the inclined trash racks and flows over the upper tainter gate concrete sill at elevation 792.5 ft. With the wicket gates open, water passes through a set of horizontal trash racks inside the structure at elevation 792.5 ft, through turbines, and drops into a short tailrace under the powerhouse. The tailrace discharges to the spillway apron at invert elevation of 756.5 ft.

3.6 **RESERVOIR**
The Brown Bridge Dam is operated as a run-of-river facility. The headwater elevation of the Brown Bridge Reservoir since the 2008 drawdown has been 794.5 ft. At this pool elevation, the surface area of the pond is 158 acres, and the storage volume is approximately 1,870 acre-ft. An additional interim drawdown of several ft occurred in fall 2011 with an attendant decrease in pond acreage. Major sedimentation within the upper reservoir is evident that extends into the Boardman River upstream of Brown Bridge Pond.

4.0 **PROJECT OBJECTIVE**
The general objective for this project is the removal of Brown Bridge Dam and restoration of the Boardman River channel through the former impoundment (Brown Bridge Pond) and the delta area.

Dam removal consists of the construction of a dewatering structure to facilitate the controlled removal of water from the pond, demolition of the existing powerhouse and former fish ladder, demolition of portions of the existing core wall, removal of construction debris for off-site disposal, and grading the embankment to provide for channel development and flood conveyance. Portions of the powerhouse were painted with lead-based paint.

Restoration consists of the removal of sediment that exists in front of the dam and the removal of sediment in the upper impoundment “delta area.” Work will include grading to expose the pre-dam river channel and floodplain followed by site restoration in the form of seeding and stabilization. Refer to the JPA and the 60% Design Drawings for additional details.

5.0 **PROJECT DESCRIPTION**
The 60% Design Drawings provide specifics to the water control structure, dam removal, channel restoration, the creation of floodplains, sediment disposal locations, and other key elements of this project. The Concept Design Report and Draft Brown Bridge Dam Removal Environmental Assessment
(provided on the project’s website) provide additional information regarding site-specific information obtained for the purpose of design. It is the Contractor’s responsibility to review the aforementioned documents in order to fully understand the magnitude and complexity of this project. AMEC will acquire all major permits for this project; however, the Contractor will be responsible for acquiring certain permits (i.e. Soil Erosion and Sedimentation Control permit, etc.) that apply directly to the nature of their work. It is important to note that construction requirements may not only entail the work outlined in the 60% Design Drawings, but also additional tasks that may arise during completion of the design documents.

6.0 INSURANCE REQUIREMENTS

The Contractor must meet the following minimum insurance requirements:
- Workers Compensation and Employers Liability - $1,000,000
- Commercial General Liability - $5,000,000 (per occurrence)
- Commercial Automobile Liability - $5,000,000 (combined single limit)
- Umbrella Coverage - $1,000,000 (per occurrence combined single limit)
- Contractor’s Pollution Liability - $1,000,000

A copy of AMEC’s Terms and Conditions are included as Attachment A. The City will need to be named co-insured.

7.0 CONTRACTOR REQUIREMENTS AND QUALIFICATIONS

7.1 LETTER(S) OF COMMITMENT

Interested Contractors must provide a Letter(s) of Commitment from the prime Contractor and/or for each subcontractor as presented in Attachment B. The Letter(s) of Commitment must be signed by a company signatory who can certify that all information is true and who can commit the resources of the company.

6.2 STATEMENTS OF QUALIFICATION (SOQS)

All SOQs must include the below information. Please use the same section headings in your response. SOQs that do not include the following information or follow the prescribed format will not be considered. Please limit your response to 40 pages (one sided, 11 point font), not including the financial statement or one page cover letter. All other provided information (i.e. company brochures, SOQs, etc.) will not be reviewed and/or included as part of the selection process.

Section 1.0: Introduction to Lead Organization

Provide a general overview of your company. Please include the following information.

1.1 Basic Information: name, primary contact, address, telephone and fax numbers, email address, web page address. Provide a summary of the organization’s vision, mission, goals, and objectives.

1.2 History of Lead Organization: including how many years your organization has been in business as a General Contractor and other former names under which your organization has operated. Include date of incorporation, state of incorporation, and company hierarchy. If your organization is a partnership, include a list of all partners and state whether you are a limited partnership.

1.3 Verify that your organization is legally licensed to perform the required services in the State of Michigan (e.g., include categories in which your organization is legally qualified to do business). Indicate registration or license numbers, if applicable.
1.4 List and/or describe the work you normally perform with your own work force as it relates to the proposed project construction activities. Specifically, include your experience with large earth moving projects in challenging conditions and any river related work your firm has accomplished.

1.5 Indicate if your organization has ever failed to complete any work awarded to you. If so, note when, where, and why.

1.6 Indicate within the last five years, if any officer or partner of your organization has ever been an officer or partner of another organization when it failed to complete a construction contract. If so, explain accordingly.

1.7 Provide information regarding the firm’s safety record (last five years) including OSHA recordable incidents, violations, etc.

1.8 Provide information disclosing any on-going lawsuits or claims that the firm has regarding its performance on prior projects.

Section 2.0: Project Subcontractors

2.1 Partnering Organizations: provide a review of all subcontractors that will be involved in this project, including complete contact information for each organization and a summary of the capabilities of the lead organization and other subcontractors on your project team.

2.2 Organizational Accountability: provide the name, qualifications, and geographical location of the lead designated project manager and key personnel. Attach complete resumes (not-to-exceed one page per person) for key personnel, including years of experience, licenses, and a description of how the experience of personnel relates to the project. The resumes are attachments and will not be counted against the 40 page response limitation.

Section 3.0: Project Understanding

Summarize your understanding of this project following review of all the attachments including the Concept Design Report.

Section 4.0: Project Experience

Provide a description of all relevant construction projects your organization has completed within the last five years that demonstrate your organization’s ability to complete dam removal/river restoration projects of this complexity and magnitude. Please include the name of each project, owner (including contact information), project description, contract amount, date of completion, and percentage of the cost of the work performed by your own forces.

Discuss the construction experience of key personnel in your organization that will have direct involvement with this project. Project experience should represent and emphasize the experience of the Contractor’s proposed project manager and key personnel.

Section 5.0: Management Techniques

Discuss how your organization effectively manages its work force and subcontractors. Include information on how budgets are managed and maintained, and the mechanism used and frequency of updating clients regarding schedule and budget.

Section 6.0: Health and Safety and Substance Abuse Programs

Provide a summary of your organization’s health and safety and substance abuse programs. Include a discussion regarding the tools or techniques your organization uses to maintain a safe and efficient work environment.

Section 7.0: References

Provide three trade references for similar projects completed within the last five years. Include contact information for each. Also include information regarding the firm’s bonding capacity and the name and
contact information of your bonding company and/or agent. References should emphasize projects/references involving the Contractor’s proposed project manager and key personnel.

**Attachment**
The following attachment should be included as a stand-alone document. This information will be kept confidential.

**Financial Statement**
Attach a financial statement (audited, if available) including your organization’s latest balance sheet and income statement showing the following items as follows:

- Current assets (i.e. cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory, and prepaid expenses)
- Net fixed assets
- Other assets
- Current liabilities (i.e. accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries, and accrued payroll taxes)
- Other liabilities (i.e. capital, capital stock, authorized and outstanding shares per values, earned surplus, and retained earnings)
- Name of the firm preparing financial statement and date thereof
- Whether or not this organization will act as guarantor of the contract for construction

**Submission Details**
Interested parties may submit their Letter(s) of Commitment, Financial Statement, and SOQs in electronic format (pdf) via sandra.sroonian@amec.com but are also required to submit in hard copy format 10 copies of the SOQ. Font size must be no less than 11 point, with one-inch margins at the top, bottom, and sides. Hard copy submittals must include one original signed Letter of Commitment and one copy of the Financial Statement. The hard copies must be submitted to AMEC’s office as follows:

Ms. Sandra L. Sroonian  
Senior Principal Engineer  
AMEC Environment & Infrastructure, Inc  
41 Hughes Drive  
Traverse City, Michigan 49696  
Electronically via sandra.sroonian@amec.com

All Letter(s) of Commitment, Financial Statement(s), and 10 copies of the SOQ received by 5:00 PM EDT on Monday, April 23, 2012 will be considered.

**Selection Process**
AMEC and the IT will evaluate correspondence from all interested parties utilizing the following criteria. Only those organizations that AMEC and the IT believe meet or exceed the below selection criteria will be invited to provide a bid for the proposed work. The decision of the selection committee is final.

- Demonstrated successful experience in performing dam removal and river restoration construction projects or project of similar type and magnitude, with particular emphasis on those performed within the State of Michigan or within the watershed of the Great Lakes.
- Project understanding.
- Demonstration of past project experience and success.
- Demonstrated ability of proposed project team to manage, coordinate, and maintain accountability for the implementation of similar type projects within a specified budget and timeline.
Experience in applying for and acquiring local, state, and federal permits required for dam removal and river restoration as required.

Contractor’s demonstrated commitment to safe work practices and commitment to the environment.

Contractor’s ability to commit resources and personnel to the project in order to complete the project on time and within budget.

Demonstrated ability to successfully manage site personnel and subcontractors in similar projects of this complexity and magnitude.

Capability of integrating local resources into applicable aspects of the project and maintaining a local presence through the duration of the contract.

Clarity and presentation of the SOQ.

Selection Schedule
On April 10, 2012, 3:00 to 4:00 PM EDT, a non-mandatory conference call will be held for all interested Contractors. Please call in using the following conference all number and password.

- Dial 1-877-402-9757
- At prompt, enter Access Code 332930 followed by # symbol
- At prompt, press #
- If the Host has not yet arrived, you will hear music until the Host joins the conference call

Be prepared to provide only contact name and information for one team representative. No questions will be taken during the conference call.

AMEC will not respond to telephone questions about the RFQ. Written questions will only be accepted through April 18, 2012. Please direct questions regarding this RFQ via e-mail to Sandra Sroonian of AMEC (sandra.sroonian@amec.com) using the subject line of “Brown Bridge Dam Removal and Restoration RFQ Questions”. The RFQ and responses to the questions will be posted to the project website (http://www.theboardman.org/) as well as the Builders Exchange of Michigan website (www.grbx.com) established specifically for this RFQ. The last day to submit questions will be April 18, 2012.

The project schedule (subject to revision) is as follows:

- Distribution of Pre-Qualification Package (RFQ) April 3, 2012
- Non-mandatory conference call April 10, 2012
- Last day to submit questions April 18, 2012
- Submittal of Letter(s) of Commitment, Financial Statement, and SOQ April 23, 2012
- Short-List Contractors April 30, 2012
- Distribution of Bidding Package May 4, 2012
- Mandatory Pre-Bid Meeting May 4, 2012
- Bids Due May 28, 2012
- Interviews (number of firms not predetermined) June 2012
- Contract Award/Notice to Proceed June 27, 2012
- Issue Purchase Order to Contractor July 2012
- Pre-Construction Meeting
- Construction Start Date Mid-July/Early August 2012
- Construction End Date Assumed to be completed in 2012
RFQ-Brown Bridge Dam Removal and Restoration
April 3, 2012

Disclaimer
AMEC reserves the right to waive any informalities and to reject any or all SOQs, and to accept any or all SOQs which in their judgment are in the best interest of the City and IT or to re-advertise for new RFQs. The RFQ does not commit AMEC or the IT to award a contract or pay any costs incurred during the preparation of this SOQ.

ATTACHMENTS
Attachment A   AMEC’s Terms and Conditions
Attachment B   Letter of Commitment
SUBCONTRACT AGREEMENT
Number ___________

This Subcontract Agreement Number _____ (the “Agreement”), effective _________, 20___, is made by and between AMEC Environment & Infrastructure, Inc. (“AMEC”), having a place of business at ________________________, and ________________ (“Subcontractor”), a ______________________ having a place of business at ______________________________________.

This Agreement shall govern Subcontractor’s performance of services (“Services”) under AMEC Project Number ____________.

NOW, THEREFORE, in consideration of the mutual undertakings and subject to the terms set forth below and intending to be legally bound, the parties agree as follows:

1. STATEMENT OF WORK

Subcontractor shall provide all labor, materials, equipment and supervision to perform the Services set forth in the Statement of Work (“SOW”) attached to and made a part of the Agreement as Exhibit 1, and in accordance with the documents, specifications, drawings, and other requirements contained in Request for Proposals No. ____________ (“RFP”), including any RFP amendments thereto, all of which are incorporated into this Agreement by reference.

2. PRIME CONTRACT AND SPECIAL PROVISIONS

Services performed under this Agreement will be in furtherance of work undertaken by AMEC under a prime contract (“Prime Contract”) between AMEC and ________________ (“AMEC’s Client”). As such, Subcontractor shall be bound to certain terms and conditions contained in the Prime Contract to the same extent as AMEC is bound to AMEC’s Client under the Prime Contract. A copy of any such terms and conditions (“Prime Contract Flow-Down Provisions”) applicable to Subcontractor’s Services are attached to and made a part of this Agreement as Exhibit 2.

In addition, any special provisions (“Special Provisions”) applicable to Subcontractor’s Services are attached to and made a part of this Agreement as Exhibit 3. Special Provisions may include the applicable Davis-Bacon Wage Determination and related requirements such as certified payrolls.

When a provision of this Agreement contradicts a provision of the Prime Contract Flow-Down Provisions or the Special Provisions, the more stringent provision shall take precedence.

3. DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM

DPAS Rated Order: ☐ Yes ☐ No

This is a Rated Order certified for National Defense use, and the Subcontractor shall follow all the requirements of the Defense Priorities and Allocations System (15 CFR 700).

The DPAS rating of this Agreement is: ______________

4. AGREEMENT TYPE AND AMOUNT

This is a firm-fixed-price type Agreement in the amount of ______________________ U.S. dollars ($__________) (the “Agreement Amount”), which sum is broken down in accordance with the Price Schedule attached to and made a part of this Agreement as Exhibit 4. Unless the Agreement Amount is modified in writing by mutual agreement of the parties, AMEC is not obligated to compensate Subcontractor beyond the stated Agreement Amount.
5. **PERIOD OF PERFORMANCE**

The term of this Agreement is from __________ through __________ (the “Period of Performance”) unless modified in writing by mutual agreement of the parties or terminated pursuant to the terms of this Agreement. The terms and conditions of this Agreement will remain in effect until the Services are completed, including the Subcontractor’s satisfaction of any warranty obligations.

6. **CONTRACTUAL AND TECHNICAL REPRESENTATIVES**

AMEC’s Contractual Representative for this Agreement shall be ______________________, and AMEC’s Technical Representative shall be ______________________. AMEC may change its Contractual Representative or its Technical Representative at any time upon notice to Subcontractor.

Correspondence or discussions pertaining to changes in the SOW, Agreement Amount, Period of Performance, or terms and conditions of this Agreement shall be made with AMEC’s Contractual Representative. **No changes to this Agreement shall be binding upon AMEC unless incorporated in a written modification to this Agreement and signed by AMEC’s Contractual Representative.** Subcontractor shall not communicate with AMEC’s Client or other AMEC subcontractors without the prior written approval of AMEC’s Contractual Representative.

The Services set forth in the SOW will be performed under the technical direction of AMEC’s Technical Representative. AMEC’s Technical Representative is not authorized to change the SOW, Agreement Amount, Period of Performance, or terms and conditions of this Agreement. If, in Subcontractor’s opinion, any technical direction constitutes a change to this Agreement, Subcontractor shall give immediate written notice to AMEC’s Contractual Representative. Unless and until authorization to proceed with the change is granted by AMEC’s Contractual Representative, the Subcontractor shall perform in accordance with this Agreement as written and unauthorized work is performed solely at Subcontractor’s risk, liability, and expense.

7. **INVOICES AND PAYMENT TERMS**

Within ten (10) days of execution of the Agreement, Subcontractor shall submit for AMEC’s review and approval a Schedule of Values for all of the Services. The Schedule of Values will (i) subdivide the Services into its respective parts, (ii) include values for all items comprising the Services and (iii) serve as the basis for invoicing by the Subcontractor throughout the duration of this Agreement.

Invoices shall be submitted in an acceptable format to:

AMEC Environment & Infrastructure, Inc.
____________________________
____________________________
Attention:
Phone:
Fax:
Email:

Invoices will clearly reference the Agreement number and AMEC Project Number identified above. Invoices shall include the “Amount Previously Billed,” the “Amount of this Invoice,” and the “Total Amount Billed to Date.” The invoice shall be accompanied by all supporting documentation required by the Agreement, including its Exhibits, and/or as otherwise agreed upon in writing between Subcontractor and AMEC’s Contractual Representative.

Invoices may be submitted not more frequently than monthly except as otherwise approved in writing by AMEC’s Contractual Representative. AMEC may provide Subcontractor an invoice submittal schedule for the purposes of coordinating timely billings to AMEC’s Client.
Final invoices must be submitted by Subcontractor to AMEC within 60 days of the end of the Period of Performance and include a signed and completed waiver and release of liens in a form acceptable to AMEC’s Contractual Representative. All operating manuals, warranties, and other deliverables required by this Agreement, including its Exhibits, must be submitted to AMEC prior to final payment. Subcontractor invoices received by AMEC more than 60 days after the end of the Period of Performance will not be paid.

Payment on Subcontractor’s invoices will be made within seven (7) days of AMEC’s receipt of payment from AMEC’s Client when such payment includes payment for amounts properly invoiced by Subcontractor. Subcontractor’s right to payment is contingent upon AMEC’s approval and acceptance of the Services, but payment shall not be evidence of AMEC’s acceptance of defective, faulty, improper, or non-conforming Services. Payment shall be subject to subsequent adjustment for shortage and allowance for Services rejected. Subcontractor agrees that payments owed to AMEC for performance hereunder may be offset by amounts equal to what AMEC owes Subcontractor under any other contractual arrangement between AMEC and Subcontractor. This provision does not apply 1) where there are contractual and/or regulatory restrictions on offsets or 2) where payment on amounts owed AMEC by Subcontractor is due to a formal dispute between the parties.

Any invoice submitted by Subcontractor to AMEC shall constitute Subcontractor’s representation that the Services covered by the invoice have been performed in accordance with this Agreement, including its Exhibits, and the Services have progressed to the point indicated in the invoice.

AMEC may retain from each Subcontractor’s invoice ten percent (10%). Except as otherwise approved by AMEC’s Contractual Representative, retainage will be included in AMEC’s final payment to Subcontractor, provided AMEC has received such retained amounts from AMEC’s Client.

During the Period of Performance of this Agreement, and for three (3) years thereafter, AMEC and/or its authorized representatives shall have the right to conduct audits of Subcontractor’s records, financial or otherwise, to the extent that they relate to this Agreement. Subcontractor shall maintain all such records for three years following final payment or longer, if and as required by the Prime Contract Flow-Down Provisions or Special Provisions.

AMEC will not make Offshore Payments under this Agreement unless a written request is received from Subcontractor and AMEC’s Contractual Representative approves the request in writing. An Offshore Payment is defined as a payment made by AMEC to Subcontractor outside the country where the Services are performed and/or the Subcontractor’s office location designated in the introductory paragraph of this Agreement.

8. PROJECT SITE AND SUBCONTRACT EXHIBITS

Subcontractor represents that it has examined the project site and the Exhibits attached hereto prior to executing this Agreement so as to reasonably ascertain the nature of the Services and the various conditions affecting the Services. Subcontractor shall promptly report to AMEC any errors, inconsistencies, omissions, or violations of legal requirements Subcontractor discovers. Subcontractor shall be liable to AMEC for any damages resulting from any such errors, inconsistencies, omissions, or violations of legal requirements which Subcontractor discovers and fails to report to AMEC.

9. EXTENSION OF TIME

Subcontractor expressly covenants and agrees that in undertaking to complete the Services within the time stipulated, Subcontractor has taken steps reasonably necessary to ascertain the nature and location of the Services, and Subcontractor has investigated and satisfied itself as to the general and local conditions which can affect the Services or its cost, including, but not limited to: (1) conditions bearing upon transportation, disposal, handling and storage of materials; (2) the availability of labor, water electric, power, and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and the conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during performance of the Services.
Should Subcontractor be substantially delayed in the prosecution and completion of the Services by reason of unforeseeable causes beyond its control and without its fault or negligence, as such causes are described in Federal Acquisition Regulation 52.249-10 Default (Fixed–Price Construction) (April 1984), Subcontractor shall, within five (5) days from the beginning of any delay, notify AMEC’s Contractual Representative in writing of the causes of the delay. AMEC’s Contractual Representative shall ascertain the facts and the extent of delay. If, in the judgment of AMEC’s Contractual Representative, the findings of fact warrant such action, the Period of Performance of this Agreement shall be extended accordingly.

10. DAMAGES

Subcontractor shall be responsible for compensating AMEC for actual damages suffered by AMEC as a result of Subcontractor's default in completing the Services within the Period of Performance of this Agreement, including any extensions thereto approved in writing by AMEC’s Contractual Representative, and/or Subcontractor's breach of any provision of this Agreement at any time. Such damages shall include, but not be limited to, the amount of any liquidated damages assessed against AMEC by AMEC’s Client under the Prime Contract that are attributable, in whole or in part, to Subcontractor's default of this Agreement, plus any project management and administrative costs incurred by AMEC related thereto. Liquidated damages under the Prime Contract are $_______ per day. AMEC shall have the right to deduct the amount of such damages from any moneys due Subcontractor under this Agreement or any other contractual arrangement between AMEC and Subcontractor.

11. VARIATION IN ESTIMATED QUANTITIES

No minimum or maximum quantities specified in the Price Schedule of this Agreement are guaranteed. If the quantity of a unit-priced item in the Price Schedule is an estimated quantity and the actual quantity of the unit-priced item varies more than 15% above or below the estimated quantity, an equitable adjustment in the unit price may be made upon demand of either party. Equitable adjustment shall be based upon an increase or decrease in costs due solely to the variation above 115% or below 85% of the estimated unit quantity. Subcontractor shall not, however, exceed the total Agreement Amount without a formal modification to this Agreement approved by AMEC’s Contractual Representative.

12. ASSIGNMENTS AND SUBCONTRACTS

This Agreement may not be assigned without the prior written consent of AMEC’s Contractual Representative.

13. SUPERVISION AND SUPERINTENDENCE

Subcontractor shall supervise and direct the Services efficiently and with its best skill and with proper attention. Subcontractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of operation except as otherwise required in the SOW, including any related specifications. Subcontractor shall be responsible to see that the Services fully comply with the requirements of this Agreement.

Subcontractor shall have a competent site superintendent on the project at all times that Services are being performed. The site superintendent shall meet the approval of AMEC’s Technical Representative. If the site superintendent does not meet the approval of AMEC’s Technical Representative, AMEC’s Technical Representative shall submit a written request to Subcontractor for a replacement. Subcontractor shall provide a competent replacement on the project site within five (5) days after receipt of the written request from AMEC’s Technical Representative. The site superintendent shall be Subcontractor's representative on the project and shall have authority to act on behalf of Subcontractor. All communications given to the site superintendent by AMEC shall constitute as being provided to Subcontractor.

Subcontractor shall keep sufficient workmen on the work site at all times, and Subcontractor shall enforce strict discipline and good order among its employees and lower-tier subcontractors. All workmen shall be skilled in the work to which they are assigned, and the Services shall be performed under the direct
supervision of experienced and competent foremen. Subcontractor shall remove from the work site any employees who are intemperate, insubordinate, or otherwise objectionable to AMEC’s Technical Representative.

14. **LOWER-TIER SUBCONTRACTORS**

Subcontractor shall employ only lower-tier subcontractors who are duly licensed and qualified to perform the Services. Subcontractor agrees that each lower-tier subcontractor shall be fully bound to Subcontractor in the same manner as Subcontractor is bound to AMEC for all the requirements of this Agreement to the extent applicable to the lower-tier subcontractor’s scope of work.

Subcontractor assumes responsibility to AMEC for the proper performance of the Services by all lower-tier subcontractors and any acts and omissions in connection with such performance. Subcontractor shall coordinate the activities of all lower-tier subcontractors. Nothing in this Agreement is intended or deemed to relieve Subcontractor from responsibility for the Services performed by its lower-tier subcontractors, or to create any legal or contractual relationship between AMEC or AMEC’s Client and any lower-tier subcontractor, or to create any beneficiary rights to third parties.

15. **WORK OF OTHERS**

If AMEC or AMEC’s Client performs other work on the project site with separate contractors under their control, Subcontractor agrees to reasonably cooperate with those separate contractors so that the separate work can be completed in an orderly and coordinated manner without unreasonable disruption.

If any part of the Services depends upon other work performed by AMEC, or AMEC’s or AMEC’s Client’s separate contractors, Subcontractor shall, prior to proceeding with that part of the Services, inspect such other work and promptly notify AMEC’s Technical Representative of any discovered discrepancies or defects that would render it unacceptable for the proper performance of the Services. Subcontractor shall not proceed with such part of the Services without further direction from AMEC’s Technical Representative. AMEC shall promptly correct or cause to be corrected any such discrepancy or defect in the other work. Except to the extent such discrepancies or defects in such other work are latent, Subcontractor shall be liable for any losses or damages suffered by AMEC or others that are due to any discrepancies or defects in such other work not reported to AMEC by Subcontractor.

16. **INSURANCE AND BONDING**

(a) **Insurance.** Without in any way limiting any of Subcontractor’s obligations, indemnities, or liabilities, Subcontractor shall maintain at all times the following minimum insurance at Subcontractor’s expense:

i. Workers’ Compensation (Statutory)/Employer’s Liability - $1,000,000 per accident, disease per employee, with the policy written on an occurrence basis;

ii. Commercial General Liability insuring liability imposed by law for negligence resulting in damage to third parties, including: bodily injury; property damage; personal injury; product liability; and liability arising out of completed operations - $1,000,000 per occurrence;

iii. Automobile Liability insuring third party liability arising out of the use of owned, non-owned, leased, hired, or borrowed vehicles, including MCS–90 endorsement - $1,000,000 combined single limit each accident for bodily injury and property damage;

iv. Professional Liability Insurance - $1,000,000 per claim - required if Subcontractor, as part of the Services, will professionally certify a work product (drawings, plans, permit applications, etc.) or perform professional services such as surveying where an error or omission could affect the design of a project, or impact a construction schedule;

v. Pollution liability insurance - $1,000,000 per claim – required if Subcontractor, as part of the Services, will perform transportation and disposal services of waste, hazardous or non-hazardous, or excavating below a depth of three feet and contaminated soils are present; and

vi. Excess/Umbrella Liability insurance above primary Employer’s Liability, Comprehensive General Liability, Automobile Liability, and Pollution Liability insurance policies - $4,000,000 per occurrence.
Subcontractor agrees that the above insurance shall be primary and non-contributory to any insurance maintained by AMEC, and Subcontractor agrees to name AMEC (AMEC Environment & Infrastructure, Inc.) as an additional insured under the Subcontractor’s Comprehensive General Liability, Automobile Liability, Pollution Liability and Excess Liability insurance policies.

If asbestos abatement is included in the SOW, such Services must be performed by qualified personnel following strict procedures to prevent harm to human health and the environment. Subcontractor assumes responsibility and liability for any claims arising under or related to asbestos-related Services. Subcontractor agrees that there are no asbestos exclusions in its Commercial General Liability and Excess Liability policies. Alternatively, if Subcontractor engages another party to perform asbestos abatement Services, Subcontractor shall ensure that such party is qualified, follows strict procedures to prevent harm to human health and the environment, and maintains the above types and limits of insurance coverage including Commercial General Liability and Excess Liability policies without asbestos exclusions, naming AMEC (AMEC Environment & Infrastructure, Inc.) as additional insured, and with the coverage identified as primary and non-contributory to any insurance coverage maintained by AMEC or Subcontractor.

If Subcontractor engages a lower-tier subcontractor to perform such professional services, Subcontractor shall ensure that such lower-tier subcontractor maintains the foregoing types and limits of insurance coverage, including Professional Liability insurance.

Prior to performing any Services, Subcontractor shall provide AMEC with a certificate(s) of insurance evidencing all required coverage, and upon AMEC’s request, Subcontractor will provide AMEC with a certified copy of the required insurance policy(ies). The types and limits of insurance specified herein shall in no way limit Subcontractor’s liability under this Agreement.

(b) (b) Bonding. If the Services under this Agreement include construction, alteration, and/or repair work, and the Agreement Amount exceeds $100,000, Subcontractor shall be required to furnish AMEC performance and payment bonds (Applicable if this Agreement is for construction services and the Agreement Amount exceeds $100,000)

Payment and Performance Bonds (100%) Required: ☐ Yes ☐ No

Within ten (10) days of the date of this Agreement, except as otherwise specified by AMEC’s Contractual Representative, Subcontractor shall furnish such performance and payments bonds with a penal sum equivalent to 100% of Agreement Amount. Any surety used by Subcontractor must appear on the U.S. Treasury Department Circular 570, “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and Acceptable Reinsuring Companies” and must be otherwise acceptable to AMEC’s Contractual Representative following the criteria set forth in Federal Acquisition Regulation Subpart 28.2. AMEC (“AMEC Environment & Infrastructure, Inc.”) shall be listed as the obligee on all bonds.

17. COMPLIANCE WITH LAWS

Subcontractor agrees to fully observe and comply with all applicable local, state, and federal laws, regulations, and orders pertaining to the Services, including but not limited to, the Fair Labor Standards Act of 1938, Executive Order 11246, the Rehabilitation Act of 1973, the Vietnam Era Veterans Readjustment Act of 1974, Executive Order 11625, and the Occupational Safety and Health Act of 1970.

In addition, Subcontractor represents that information provided in Exhibit 6 Representations and Certifications, as completed by Subcontractor, is truthful and accurate as of the date signed by the Subcontractor.
18. **SAFETY AND ENVIRONMENTAL PROTECTION**

Subcontractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs and environmental pollution prevention programs in connection with the Services. Subcontractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to, all employees performing the Services and other persons who may be affected thereby; all the materials and equipment to be incorporated therein, whether in storage on or off the site; and other property at the site or adjacent thereto, including woodlands, streams, marshlands, bodies of water, lawns, trees, shrubs, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement.

Subcontractor shall comply with all applicable laws, ordinances, rules, regulations, permits and orders of any public body having jurisdiction for the safety of persons or property and protection of the environment, including without limitation: the Resource Conservation and Recovery Act of 1976, the Clean Air Act, the Clean Water Act, the Noise Control Act of 1972, and the Soil and Water Resources Conservation Act of 1977, all as amended, and regulations and guidelines promulgated thereunder. Subcontractor shall erect and maintain, as required by the conditions and progress of the Services, all necessary safeguards for its safety and protection. Subcontractor shall notify AMEC's Technical Representative of adjacent utilities when prosecution of the Services may affect them. All damage, injury, or loss to the environment or to persons or property referred to above, caused, directly or indirectly, in whole or in part, by Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by Subcontractor.

Subcontractor shall designate a responsible member of its organization assigned to the project site whose duty shall be the prevention of accidents and environmental pollution (the “Site Health and Safety Coordinator”). This person shall be designated in writing by Subcontractor to AMEC’s Technical Representative prior to performance of any Services. Services performed under this Agreement are subject to the following federal regulations, as amended:

(a) “Safety and Health Regulations for Construction” pursuant to authority in Section 6 and 8(g) of the Williams-Steiger Occupational Safety and Health Act of 1970 (84 Stat. 1593, 1600; 29 U.S.C. §§655,657) and in Secretary of Labor’s Order No. 12-71 (36 F.R. 8754), part 1910 of Title 29 of the Code of Federal Regulations, latest revision.


In addition, Subcontractor represents that information provided in Exhibit 7, Subcontractor EH&S Pre-Qualification Form, as completed by Subcontractor, is truthful and accurate as of the date signed by the Subcontractor.

19. **EMERGENCIES**

In emergency situations affecting the environment and the health or safety of persons, the Services, or property at the site or adjacent thereto, the Subcontractor, without special instructions or authorization from AMEC, is obligated to act, at its discretion, to prevent threatened damage, injury, or loss. Subcontractor shall give AMEC and AMEC’s Client immediate verbal notice and shall follow with prompt written notice within three (3) days of any significant changes in the Services or deviations from the Agreement caused thereby, describing any changes and deviations involved. If Subcontractor believes that additional work in an emergency that arose from causes beyond its control entitles him to an extension of the time or an increase in the Agreement Amount, Subcontractor may make a request for equitable adjustment therefore as provided in Section 23, Changes in Services.

20. **MOTOR VEHICLES AND HEAVY EQUIPMENT**

Subcontractor’s equipment shall comply with applicable requirements for motor vehicles and material-handling equipment (drill rigs, front-end loaders, backhoes, etc.) as per the OSHA Construction Industry
Standards, 29 CFR 1926, Subpart O. Only Subcontractor personnel that have received adequate training will operate heavy equipment. Subcontractor will be required to provide all materials and equipment necessary to construct a decontamination pad for Subcontractor’s equipment, as applicable.

The owner/operator of all heavy equipment shall be responsible for daily inspections and routine maintenance to insure its safe working order. The inspections should include, but are not limited to: all hydraulic lines and fittings for wear and damage, all cable systems and pull ropes for damage and proper installation, exhaust systems, brake systems, drill controls (including emergency “kill switch”), etc. These daily inspections shall be conducted by the superintendent/foremen on-site in conjunction with Subcontractor’s Site Health and Safety Coordinator and shall be documented in Subcontractor’s site logs. AMEC reserves the right to review Subcontractor site logs. If potentially hazardous deficiencies are found during the daily inspections, the job shall be shut down at the Subcontractor’s expense until the deficiencies are corrected and potential hazards are eliminated.

21. PROTECTION OF MATERIAL AND WORK

Subcontractor shall at all times take necessary steps to protect and preserve all materials, supplies, equipment, and all Services that have been performed. Should Services be suspended temporarily because of inclement weather or other causes, Subcontractor shall take such steps as are necessary to protect materials, supplies, equipment, and work performed against damage. Any damaged materials, supplies, equipment, or work performed shall be removed and replaced at the expense of the Subcontractor.

Should temporary buildings be required for the protection of stored materials, Subcontractor shall construct such buildings at its own expense. Such temporary buildings shall remain the property of Subcontractor and shall be removed by Subcontractor at its expense upon completion of the Services.

22. LABOR AND OTHER PERSONNEL

Subcontractor shall provide suitably qualified personnel to perform the Services in accordance with this Agreement and applicable government regulations. Subcontractor shall at all times maintain good discipline and order while working at the project site. Any damages or delays caused by the Subcontractor’s failure to maintain good discipline and order at the project or within the facility or any labor unrest, work stoppages, or strikes whatsoever, shall be the responsibility and paid for by Subcontractor. Subcontractor shall remove from performing Services under this Agreement any Subcontractor personnel determined by AMEC to be unfit or to be acting in violation of any provision of this Agreement, and shall promptly replace such individual with another who is fully competent and skilled to perform the Services.

23. CHANGES IN SERVICES

Without invalidating this Agreement, AMEC may, at any time or from time to time, order additions, deletions, or revisions to the Services (“Modifications”). These will be authorized by Modifications issued by AMEC’s Contractual Representative. Upon receipt of a Modification, Subcontractor shall proceed with the Services involved in accordance therewith. All such Services shall be executed under the terms and conditions of this Agreement. If any Modification causes an increase or decrease in the Agreement Amount or an extension or shortening of the Period of Performance, an equitable adjustment will be made as provided subsequently on the basis of a request for equitable adjustment made by either party. AMEC may also request a proposal for modifications from Subcontractor to determine the cost of work being contemplated. In such instances, Subcontractor shall provide requested cost and pricing data, and schedule within ten (10) days, or as otherwise agreed upon with AMEC’s Contractual Representative. Such a request shall in no way obligate AMEC to compensate Subcontractor for the Modification or the effort to prepare the proposal.

AMEC may authorize any change or alteration in the Services not inconsistent with the overall intent of this Agreement (“Field Order”) provided that any such change or alteration does not result in Subcontractor requesting an increase in the Agreement Amount or an extension of the Period of Performance. If Subcontractor believes that any Field Order entitles him to an increase in the Agreement Amount, he shall promptly notify AMEC in writing of this belief and the reason therefor. Any such proposal for an increase in the Agreement Amount shall be accompanied by a cost breakdown and a schedule of work to be performed. AMEC may, in its discretion, approve or disapprove the proposal, or negotiate a compromise settlement.

AMEC may make such other changes as may be necessary to correct errors or omissions in this Agreement and to make additions or deletions which do not materially alter the amount or description of the Services. In all such cases, Subcontractor shall execute any and all modifications to this Agreement which are necessary to effectuate such corrections. Such modifications shall be in accordance with the provisions of this Agreement and shall be binding upon both parties unless otherwise agreed to in writing.

AMEC may also authorize any change or alteration in the Services not inconsistent with the overall intent of this Agreement (“Field Order”) provided that any such change or alteration does not result in Subcontractor requesting an increase in the Agreement Amount or an extension of the Period of Performance. If Subcontractor believes that any Field Order entitles him to an increase in the Agreement Amount, he shall promptly notify AMEC in writing of this belief and the reason therefor. Any such proposal for an increase in the Agreement Amount shall be accompanied by a cost breakdown and a schedule of work to be performed. AMEC may, in its discretion, approve or disapprove the proposal, or negotiate a compromise settlement.
Amount or extension in the Period of Performance, Subcontractor may submit a request for an equitable adjustment and AMEC’s Contractual Representative must promptly consider such request. Additional Services performed by Subcontractor without authorization of a Modification will not entitle the Subcontractor to an increase in the Agreement Amount or an extension of the Period of Performance, whichever is applicable, except in the case of an emergency as provided in Section 19, Emergencies. AMEC shall execute Modifications prepared by AMEC’s Contractual Representative covering Services performed in an emergency as provided in Section 19, Emergencies.

It is Subcontractor’s responsibility to notify its surety of any changes affecting the general scope of the Services or change in the Agreement Amount and the amount of the applicable bonds shall be adjusted accordingly. Subcontractor shall furnish proof of such adjustment to AMEC’s Contractual Representative, as requested.

24. DIFFERING SITE CONDITIONS

Should Subcontractor encounter conditions at the site that materially differ from those shown on the plans or indicated in the specifications, if any, Subcontractor shall immediately give written notice thereof to AMEC’s Contractual Representative and before such conditions are disturbed. If such notification is not provided, the Subcontractor will be responsible for accepting any responsibility or costs for the differing site conditions. Upon receipt of such notice, AMEC will thereupon investigate such conditions and, if it is found that such conditions differ materially from those shown on the plans or indicated in the specifications, if any, AMEC will promptly make such changes in the plans and/or specifications, as AMEC may deem necessary. Any increase or decrease in cost resulting from such changes shall be adjusted by issuance of a Modification to this Agreement that is mutually acceptable to Subcontractor and AMEC’s Contractual Representative.

25. CHANGE IN AGREEMENT AMOUNT

The Agreement Amount constitutes the total compensation payable to Subcontractor for performing the Services. All duties, responsibilities, and obligations assigned to and undertaken by the Subcontractor as prescribed in this Agreement shall be without change in the Agreement Amount.

The Agreement Amount may only be changed by a written Modification executed by AMEC’s Contractual Representative. Any request for an increase in the Agreement Amount shall be based on written notice delivered to AMEC’s Contractual Representative prior to performance of the proposed additional Services giving rise to the request for an increase, and within five (5) days of discovery of conditions that give rise to such a request, except in the case of an emergency. In the case of an emergency, any request for an increase in the Agreement Amount shall be based on written notice delivered to AMEC’s Contractual Representatives within three (3) days of the occurrence of the event giving rise to the request. The written notice in both cases shall include the amount of the request with supporting data. Any approved change in Agreement Amount resulting from an emergency shall be incorporated in a Modification.

The value of any Services covered by a Modification or any request for an increase or decrease in the Agreement Amount shall be determined in one of the following ways, as applicable:

- Where the Services involved are covered by unit prices contained in this Agreement, by application of unit prices to the quantities of the items involved, provided such increase or decrease is not in excess of fifteen percent (15%) of the estimated quantity specified for the applicable item.

- By mutual acceptance of a unit price or firm-fixed price (lump sum) modification as submitted by Subcontractor and accepted by AMEC’s Contractual Representative.

- On a time and materials basis at rates mutually agreed upon by the parties. Daily job sheet detailing names of personnel and hours worked, equipment charges, and material used on Modification work shall be prepared and submitted on each day Modification work is performed.
**Labor Costs** for employees in the direct employment of Subcontractor and its lower-tier subcontractors in the performance of the Services under schedules of job classifications agreed upon by AMEC’s Contractual Representative. Payroll costs for employees not employed full time on the Services shall be apportioned on the basis of their time spent on the Services. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers’ compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto.

**Material Costs** of all materials and equipment furnished and incorporated in the Services, including costs of transportation and storage thereof, and manufacturers’ field services required in connection therewith. All trade discounts, rebates, and refunds, and all returns from sale of surplus materials and equipment shall accrue to AMEC, and Subcontractor shall make provisions so that they may be obtained. Invoices for material goods shall be submitted upon completion of the work item with the next application for payment.

**Equipment Costs** of all construction equipment and machinery and the parts thereof whether rented by Subcontractor or its lower-tier subcontractors and the costs of transportation, loading, unloading, installation, dismantling, and removal thereof all in accordance with terms of applicable rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Services. In the event that Subcontractor-owned equipment is used, the cost for such use shall be based on the Blue Book rental rate and shall be calculated at a cost of 70% of the Blue Book rate for the rental of such equipment.

Subcontractor’s fee, which shall be allowed to Subcontractor for its overhead and profit, shall be determined as follows:

- 15% (fifteen percent) on labor
- 10% (ten percent) on materials and equipment
- 10% (ten percent) on lower-tier subcontractors

The amount of credit to be allowed by Subcontractor to AMEC for any such change, which results in a net decrease in cost, will be the amount of the actual net decrease of costs including the Subcontractor’s fee. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any.

**26. WARRANTY AND DEFECTIVE SERVICES CURE**

All Services shall be performed in a competent manner and shall reflect Subcontractor’s best professional knowledge, judgment and accepted industry practice. All articles, materials, work and services shall at all times be subject to AMEC’s review and inspection; but, neither AMEC’s review and inspection nor AMEC’s failure to review or inspect shall relieve Subcontractor of any obligation hereunder. If, in AMEC’s opinion, the Services fail to conform to specifications or are otherwise defective or inadequate, upon written notice to Subcontractor, Subcontractor shall, at AMEC’s sole option, promptly replace, correct or re-perform same promptly and at Subcontractor’s expense. If Subcontractor does not correct any defective Services within five (5) calendar days of receipt of written notice, or other time period approved by AMEC’s Contractual Representative, AMEC may have any such deficiency corrected by others.

In the event that AMEC must re-perform or procure Services that have been deemed by AMEC as inadequate or insufficient, Subcontractor shall incur all expenses of such re-performance or procurement. No acceptance or payment by AMEC shall constitute a waiver of the foregoing. Nothing herein shall exclude or limit any warranties implied by law. Subcontractor shall pay all direct or indirect costs of such correction, including compensation for additional professional services, or an appropriate deduction may be made by AMEC from amounts otherwise due the Subcontractor. The above action shall not prejudice any other remedy that AMEC may have to make good such deficiencies.
If, after the approval of final payment and prior to the expiration of one year after the date of Final Acceptance or such longer period of time as may be prescribed by law or by the terms of any applicable Special Provisions of this Agreement, any Services are found to be defective, Subcontractor shall promptly, without cost to AMEC and in accordance with written instructions, either correct such defective Services, or, if it has been rejected, remove it from the site and replace it with non-defective Services. If Subcontractor does not promptly comply with the terms of such instructions, AMEC may have the defective Services corrected or the rejected Services removed and replaced, and Subcontractor shall pay all direct and indirect costs of such removal and replacement, including compensation for additional professional services. In case of an emergency where delay would cause serious loss or damage to life or property, AMEC may undertake to have any defect repaired without previous notice to Subcontractor, and the expense of such repairs shall be borne by Subcontractor.

27. PROGRESS BY THE SUBCONTRACTOR

If Subcontractor should fail to prosecute the Services in accordance with this Agreement, including any requirements of the Period of Performance, AMEC at its option, may issue Subcontractor a cure notice (“Cure Notice”). If, after the period specified in the Cure Notice, Subcontractor has not performed recovery or corrective actions to AMEC’s reasonable satisfaction, AMEC may proceed, without prejudice to any other remedy AMEC may have, with making good such deficiencies and the cost thereof (including compensation for additional professional services) shall be charged against Subcontractor and an appropriate reduction shall be made to the Agreement Amount.

28. SUSPENSION OF SERVICES

AMEC may, at any time and without cause, suspend the Services or any portion thereof for a period of not more than ninety (90) days by notice in writing to the Subcontractor, and AMEC shall fix the date on which Services shall be resumed. Subcontractor shall resume the Services on the date so fixed. Subcontractor will be allowed an increase in the Agreement Amount or an extension of the Period of Performance, or both, directly attributable to any suspension if Subcontractor makes a request therefore as provided in Section 25, Change in Agreement Amount.

29. TERMINATION FOR CONVENIENCE

AMEC may, at its sole discretion, terminate the Services for its own convenience at any time. Where Subcontractor is not in default hereunder, AMEC agrees to pay Subcontractor for all work done in conformity with the requirements of this Agreement up to the date when the Agreement is terminated. In such event, Subcontractor shall only be entitled to compensation for Services satisfactorily performed, and shall not be entitled to anticipated profit on Services not performed.

Where Subcontractor’s services have been so terminated by AMEC, said termination shall not affect any rights of AMEC against Subcontractor then existing or which may thereafter accrue. Any retention or payment of moneys due Subcontractor by AMEC will not release Subcontractor from liability.

30. DEFAULT

Time is of the essence in the performance of the Services by Subcontractor. AMEC’s right to require strict performance by Subcontractor shall not be affected by any previous waiver, forbearance or course of dealing.

If the Subcontractor:

(a) Fails to begin the Services within the time specified in the notice to proceed or fails to perform the Services with sufficient properly skilled workmen and/or proper equipment, or with sufficient materials to insure the completion and/or performance of said Services in accordance with the terms of the Agreement;

(b) Neglects or refuses to remove materials or perform anew such Services as may be rejected as defective or unsuitable;
(c) Disregards any instructions of AMEC or otherwise is guilty of a violation or breach of any provision of this Agreement;
(d) Fails to procure and maintain all insurance required under the Agreement;
(e) Becomes insolvent, enters bankruptcy, receivership or other like proceeding (voluntarily or involuntarily) or makes an assignment for the benefit of creditors; or
(f) Repeatedly fails to make prompt payment to lower-tier subcontractors, or for labor, materials, or equipment;

AMEC, after having given to the Subcontractor and its surety, if any, ten (10) days’ written notice, may declare the Subcontractor in default of this Agreement if any of the above conditions are not corrected. After AMEC has declared the Subcontractor in default and has given Subcontractor three (3) days’ written notice thereof, AMEC shall have authority to take prosecution of the Services out of the hands of the Subcontractor and take control of the project site and take possession of all materials, equipment, tools, construction equipment, and machinery thereon of the Subcontractor, and finish the Services by whatever method deemed expedient. Should AMEC elect to take prosecution of the Services out of the hands of the Subcontractor, AMEC may at its option, notify and require the surety, if any, to complete the Agreement according to the terms and conditions hereof and the surety must provide a proposal and schedule within ten (10) calendar days detailing how the work will be completed. Upon acceptance of such proposal, the surety shall begin work within ten (10) calendar days. AMEC may, at its option, complete the Agreement with its own forces, or by separate subcontracts. In such case, the Subcontractor shall not be entitled to receive any further payment until the Services are finished. If the unpaid balance of the Agreement Amount exceeds the direct and indirect costs of completing the Services, including compensation for additional professional services, such excess shall be paid to AMEC. Where applicable, AMEC may recover such excess costs, in whole or in part, by disposing of any of the remaining equipment and materials taken over without further legal process. If the Subcontractor fails to issue payment within thirty (30) calendar days from AMEC’s written demand for payment, the Subcontractor’s surety, if any, shall issue payment to AMEC within thirty (30) days of such written demand for payment. Such excess costs incurred by AMEC shall be determined by AMEC and incorporated in a Modification or other such settlement.

Where the Subcontractor’s services have been so terminated by AMEC, said termination shall not affect any rights of AMEC against the Subcontractor then existing or which may thereafter accrue. Any retention or payment of moneys due the Subcontractor by AMEC will not release the Subcontractor from liability.

31. DISPUTES

Any dispute arising hereunder shall first be resolved by taking the following steps where a successive step is taken if the issue is not resolved at the preceding step: 1) by the technical and contractual personnel for each party performing this Agreement, 2) by executive management of each party, 3) by mediation, or 4) through a court system of competent jurisdiction. Notwithstanding any dispute, Subcontractor shall continue to perform its obligations, unless AMEC terminates or otherwise suspends performance hereunder.

If any decision relating to the Prime Contract is made by AMEC’s Client and such decision is also related to this Agreement, said decision, if binding upon AMEC under the Prime Contract, shall in turn be binding upon Subcontractor with respect to such matter. If AMEC elects to appeal any such decision of AMEC’s Client, AMEC agrees to promptly furnish Subcontractor with a copy of such appeal. Any decision upon appeal, if binding upon AMEC, shall in turn be binding upon Subcontractor. Pending the making of any decision, either by AMEC’s Client or on appeal, Subcontractor shall proceed diligently with performance of this Agreement.

Subcontractor agrees to provide certification that data supporting any claim made by Subcontractor hereunder is made in good faith and that the supporting data is current, accurate and complete to the best of Subcontractor’s knowledge or belief, all in accordance with the requirements of the Contract Disputes Act of 1978 (41 U.S.C. 601-613) and implementing regulations, where applicable. If any claim of Subcontractor is determined to be based upon fraud or misrepresentation, Subcontractor agrees to
defend, indemnify and hold AMEC harmless from and against any and all liability, loss, cost or expense resulting therefrom.

AMEC shall be entitled to a reasonable sum for attorneys’ fees (including those incurred prior to the action being filed), court costs and any costs incurred in enforcing a judgment or settlement.

32. TAXES

Subcontractor shall pay all sales, use, excise, gross receipts and other taxes, charges, and contributions now or hereafter imposed in any way on the Services furnished hereunder or the compensation paid to persons employed in connection with performance of the Services hereunder.

33. PROPRIETARY INFORMATION

All reports, drawings, plans or other documents (or copies) furnished to Subcontractor shall be returned upon completion of the Services. All reports, drawings, plans, or documents (or copies thereof) in any form prepared by Subcontractor hereunder are prepared for the sole and exclusive benefit of AMEC. Subcontractor agrees it will keep such documents confidential and not use any material and documents (including but not limited to designs, sketches, specifications, drawings, computer programs and software, or other data or information) generated hereunder or furnished by AMEC for any purpose whatsoever other than the performance of Services under this Agreement.

34. OWNERSHIP OF WORK PRODUCT

All technical data, evaluations, reports and other work products developed by Subcontractor hereunder are “works made for hire” and are the property of AMEC and shall be delivered to AMEC upon completion of the Services or at any time requested by AMEC. Subcontractor may retain copies thereof solely for its record keeping purposes. AMEC must first approve in writing any publication of information directly derived from the Services performed or data obtained in connection with Services rendered hereunder.

35. PROPERTY

Unless otherwise directed in writing by AMEC, all property furnished to Subcontractor by AMEC shall be returned to AMEC in good condition, reasonable wear only excepted, upon completion or termination of this Agreement. Property is to be marked for identification as AMEC may designate. Subcontractor agrees to replace, at Subcontractor expense, all such items not so returned. Subcontractor shall make no charge for any storage, maintenance or retention of such property of AMEC. Subcontractor shall bear all risk of loss for AMEC’s property in Subcontractor’s possession.

36. LIMITATION OF LIABILITY

Notwithstanding any other provision of this Agreement, the total liability of AMEC, its officers, directors and employees for liabilities, claims, judgments, demands and causes of action arising under or related to this Agreement, whether based in contract or tort, shall be limited to the total compensation actually paid to Subcontractor for the Services or $50,000, whichever is less. AMEC shall NOT be responsible for any loss of profits, business interruption, or for any type of consequential or indirect damages suffered by Subcontractor under this Agreement.

37. INDEMNIFICATION

Notwithstanding any other provision of this Agreement, Subcontractor shall indemnify, defend and hold AMEC and AMEC’s Client harmless from and against any and all liability, claims, damages, fees, fines, expenses, and costs of every kind and nature for injury to, or death of, any and all persons (including, without limitation, employees or representatives of AMEC, AMEC’s Client, Subcontractor, any lower-tier subcontractor, or any other person or persons) and for damage to, or destruction or loss, consequential or otherwise, of any and all property, real or personal (including without limitation, property of AMEC, AMEC’s Client, Subcontractor, any lower-tier subcontractor, or of any other person or persons),
resulting from or in any manner arising out of or in connection with Subcontractor’s performance of the Services.

In addition to the foregoing, and in the event Subcontractor’s Services involve professional services including, but not limited to architectural or engineering services, Subcontractor shall indemnify, defend and hold AMEC and AMEC’s Client harmless from and against any and all liability, claims, demands, damages, fees, fines, expenses, and costs of every kind and nature arising out of or relating to any negligent acts, errors or omissions in the rendering of such professional services by Subcontractor, any lower-tier subcontractor, or any other person for whom Subcontractor is legally liable.

38. DEFECTIVE COST OR PRICING DATA AND COST ACCOUNTING STANDARDS INDEMNITY

For projects for the U.S. Federal Government, Subcontractor agrees to indemnify and hold AMEC harmless to the full extent of any price or cost reduction effected by AMEC’s Client, which may result from: (i) the cost or pricing data submitted by Subcontractor or its lower-tier subcontractors, which is not accurate, current or complete as of the date submitted or certified by Subcontractor; and/or (ii) the failure by Subcontractor or its lower-tier subcontractors to disclose and consistently follow applicable cost accounting practices and standards or otherwise comply with pertinent sections of the Federal Acquisition Regulation (“FAR”) and Defense FAR Supplement, and regulations promulgated by the Cost Accounting Standards Board, where applicable.

39. PATENTS AND INFRINGEMENT INDEMNITY

Whenever any invention or discovery is made or conceived by Subcontractor in the course of, in connection with, or under the terms of the Agreement, Subcontractor shall immediately furnish to AMEC complete information thereon. AMEC shall have the sole power to determine whether or not and where a patent application shall be filed and to determine the disposition of the title and the rights under any application or patent that may result. The judgment of AMEC on these matters shall be accepted as final. Subcontractor agrees that it and its employees will execute all documents and do all things necessary or proper to carry out the judgment of AMEC. Subcontractor shall indemnify and defend AMEC and AMEC’s Client against all claims, suits, liability, and expense alleging infringement of any patent, copyright, trademark or licensing agreement, resulting from or arising in connection with the manufacture, sale, normal use or other normal disposition of any article or material furnished hereunder. If the use or sale of said item is enjoined as a result of such suit, Subcontractor, at no expense to AMEC, shall obtain for AMEC and AMEC’s Client the right to use and sell said item or shall substitute an equivalent item acceptable to AMEC and extend this infringement indemnity thereto.

40. BURIED UTILITIES INDEMNIFICATION

Subcontractor agrees to indemnify, defend and hold AMEC and AMEC’s Client harmless from and against all damages of any kind associated with the accidental or intentional damage or injury to any buried utilities which occurs incident to the Services performed by Subcontractor. The term “utilities” includes, but is not limited to, telephone, gas, fuel, water, electricity, and related media. Subcontractor accepts as a condition of this Agreement full and complete responsibility for location and determination of such utilities during the performance of the Services hereunder.

41. INDEPENDENT CONTRACTOR

Subcontractor agrees that in all matters relating to this Agreement it shall be acting as an independent subcontractor and shall assume and pay all liabilities and perform all obligations imposed with respect to the performance of this Agreement. Subcontractor shall have no right, power or authority to create any obligation, expressed or implied, on behalf of AMEC or AMEC’s Client, or to represent AMEC or AMEC’s Client as an agent.

42. GOVERNING LAW, VENUE, AND SEVERABILITY

This Agreement is to be governed by and construed in accordance with the laws of the state of AMEC’s office entering into this Agreement as designated in the introductory paragraph of this Agreement and any
action instituted for the enforcement of this Agreement shall be resolved only in the federal or state courts of that state. In the event that any of the provisions, portions, or applications of this Agreement is held to be unenforceable or invalid by a court of competent jurisdiction, the parties shall negotiate an equitable adjustment in the provisions of this Agreement with a view toward effecting the purpose of this Agreement. The validity and enforceability of the remaining provisions, portions, or applications shall not be affected.

43. **RELEASE OF LIENS AND CLAIMS**

Subcontractor shall deliver the Services free and clear of any encumbrances and claims ("Lien(s)"). AMEC may withhold payment pending receipt of a complete waiver and release of Liens from Subcontractor. If any Liens remain unsatisfied after all payments are made, Subcontractor shall reimburse AMEC for any and all costs and expenses (including attorneys’ fees and court costs) incurred by AMEC in discharging such Liens.

After Subcontractor has completed the Services to the satisfaction of AMEC and delivered all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection and other documents, all as required by this Agreement, Subcontractor may make application for final payment. The final application for payment shall be accompanied by such supporting data as AMEC may require, together with a complete and legally effective Release of All Liens and Claims arising out of this Agreement and the labor and services performed and the material and equipment furnished hereunder.

44. **BRIBERY, CORRUPTION AND OTHER IMPROPER BUSINESS PRACTICES PROHIBITED**

Subcontractor undertakes to protect the standards of business practice of AMEC at all times and to act in such a way as to uphold AMEC’s good name and reputation and not to do or attempt to do any act or thing which is intended and/or which in fact causes any damage to or brings discredit upon AMEC. In particular, Subcontractor shall not, directly or indirectly:

(a) Offer or give or agree to give to any director, officer, employee, or agent of AMEC or AMEC’s Client money or anything of value as an inducement or reward for doing or for forbearing to do or for having done or forborne to do any action in relation to obtaining or executing this Agreement, the Prime Contract, or any other contract with AMEC or AMEC’s Client or for showing or forbearing to show any favor or disfavor to any person in relation to this Agreement, the Prime Contract, or any other contract with AMEC or AMEC’s Client;

(b) Induce or attempt to induce any officer, servant, employee, or agent of any private or public body to neither depart from his or her duties to his or her employer nor be involved with any such arrangement;

(c) Solicit or obtain source selection information or the proprietary data of other parties in any way related to this Agreement from government officials or government consultants or contractors involved in the procurement process for the Project; or

(d) Violate the Foreign Corrupt Practices Act of the United States (and any amendments thereto).

(e) Seller agrees to review and comply with AMEC’s Supplier Code of Business Conduct at [http://www.amec.com/supply-chain-cobc.htm](http://www.amec.com/supply-chain-cobc.htm). Seller shall report any potential, suspected or actual breaches of the law or AMEC’s Supplier Code of Business Conduct via the website.

Subcontractor understands and agrees that the work, assistance, technical data, information, documents and materials that they may exchange or receive from AMEC, AMEC’s Client, and third parties under this Agreement may constitute defense services, articles, technical data, or commercial or dual use items or information controlled under U.S. export control laws and regulations. Therefore, Subcontractor shall comply with all applicable U.S. export laws and regulations.

Subcontractor agrees to comply with the applicable provisions of National Security Presidential Directive/NSPD–22, the applicable provisions of 22 U.S.C. 7104, as amended by the Trafficking Victims Protection Reauthorization Act of 2003 (Pub. L. 108–193) and the Trafficking Victims Protection Reauthorization Act of 2005 (Public Law 109–164), and all applicable implementing regulations with regard to the U.S. Government’s “zero tolerance” policy against human trafficking.
45. **SUBCONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT**

Subcontractor, at its own expense, agrees to fully comply with all applicable policies and procedures prescribed in the FAR and its supplements for avoiding improper business practices and conflicts of interest and for dealing with their apparent or actual occurrence. Pursuant to FAR Subpart 3.10 and related requirements, such as those included in FAR Clause 52.203-13 Contractor Code of Business Ethics and Conduct:

(a) Subcontractor shall have a written code of business ethics and conduct (“Code”) and make a copy of the Code available to each of its employees engaged in performance of the Services;
(b) Subcontractor shall exercise due diligence to prevent and detect criminal conduct and otherwise promote an organizational culture that encourages ethical conduct and a commitment to compliance with the law; and
(c) Subcontractor shall maintain an internal control system meeting the minimum requirements set forth in the FAR clause.

46. **WAIVER OF CLAIMS**

Notwithstanding any other provision of this Agreement, Subcontractor’s acceptance of final payment by AMEC shall constitute a waiver of all claims by Subcontractor against AMEC other than those previously made in writing and still unsettled.

47. **WAIVER**

Waiver by AMEC of any provision of this Agreement shall not constitute a waiver as to any other provision and shall not affect the right to thereafter exercise any right or remedy in the event of any other default, whether similar or not.

48. **SUBCONTRACT EXHIBITS AND INTERPRETATION**

The following Exhibits are attached and made a part of this Agreement:

1. Scope of Work
4. Price Schedule
5. Specifications and Drawings
6. Representations and Certifications
7. Subcontractor EH&S Pre-Qualification Form

If Subcontractor finds a conflict, error, or discrepancy in this Agreement or its Exhibits, Subcontractor will call it to AMEC’s Contractual Representative’s attention in writing before proceeding with the Services affected thereby. In resolving such conflicts, errors, and discrepancies, the Agreement and SOW shall be given precedence over Specifications identified in Exhibit 5. Specifications shall be given precedence over Drawings identified in Exhibit 5. Figure dimensions in Drawings shall govern over scaled dimensions and Detail Drawings shall govern over the General Drawings. In the event of an inconsistency or conflict between or among the provisions of this Agreement, the inconsistency shall be resolved by giving precedence to the stricter provision.

Any reference to “day” or “days” herein shall mean calendar days unless otherwise specified.

49. **NOTICE**

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address set forth in the introductory paragraph of this Agreement (or such other address as the parties may designate from time to time in writing) and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. Notices shall be effective: (a) upon receipt after being delivered
personally, (b) 3 days after being deposited in the mail as described above, or (c) 2 days after being deposited with a commercial courier service.

50. ENTIRE AGREEMENT

The terms and conditions set forth in this Agreement, including all documents incorporated herein by reference, constitute the entire understanding of AMEC and Subcontractor. All previous proposals, offers, and other communications relative to the provisions of this Agreement are hereby superseded. Any modifications or revision of any provisions heretofore and any additional provisions contained in any proposal, acknowledgment or other form of Subcontractor is hereby expressly objected to by AMEC and shall not operate to modify the Agreement.

IN WITNESS WHEREOF, the duly authorized representatives of AMEC and Subcontractor have executed this Agreement as of the date first written above.

SUBCONTRACTOR: ______________________ AMEC ENVIRONMENT & INFRASTRUCTURE, INC.

By: _________________________________ By: ________________________________
Name: ______________________________ Name: ______________________________
Title: _______________________________ Title: _______________________________
ATTACHMENT B

LETTER OF COMMITMENT
April __, 2012

AMEC Environment & Infrastructure, Inc.
41 Hughes Drive
Traverse City, Michigan  49696
Attention: Ms. Sandra Sroonian

Subject: Letter of Commitment
Request for Qualifications
Brown Bridge Dam Removal and Restoration
Boardman River, East Bay Township, Grand Traverse County
AMEC Project Number: 3310110027

Dear Ms. Sroonian:

[Insert firm name] is submitting this “Letter of Commitment” to AMEC Environment & Infrastructure, Inc. (AMEC) as part of the above-referenced Request for Qualifications dated April 3, 2012 which requires that each contracted team member submit a letter stating their commitment of each contracted team member for the duration of the project. For this project, [insert firm name] will be a subcontractor to [insert firm name, as applicable] under the above referenced AMEC contract.

As the undersigned, I am committing the resources of [insert firm name] for the duration of the project, as outlined in _______________________________ dated _____________, to AMEC. If for any reason, there needs to be a modification in the proposed key team members that is beyond the control of [insert firm name], AMEC will be notified accordingly.

If you have any questions, please feel free to contact me at [insert area code and telephone number].

Respectively submitted,

[insert firm name]

Name, title
Signature