

VILLAGE OF GREEN SPRINGS, OHIO

SPECIFICATIONS FOR  
SEWER SEPARATION IMPROVEMENTS  
PHASE II B SEWER RELINING

DECEMBER 2010

PREPARED BY:

GGJ, INC.  
35585 CURTIS BLVD., UNIT C  
EASTLAKE, OHIO 44095  
PHONE: (440) 953-1567  
FAX: (440) 953-0580

PREPARED FOR:

VILLAGE OF GREEN SPRINGS, OHIO  
120 CATHERINE STREET  
GREEN SPRINGS, OH 44836  
PHONE: (419) 639-2123

**SPECIFICATION REVIEW:**

Reviewed by: \_\_\_\_\_  
Project Manager

Reviewed by: \_\_\_\_\_  
Specification Engineer



VILLAGE OF GREEN SPRINGS  
SEWER SEPARATION IMPROVEMENTS PHASE II B Sewer Relining

VILLAGE OFFICIALS

ADMINISTRATION

Theodore Rutherford, Mayor

Regina Harger, Clerk/Treasurer

Anne Lange DeVine, Solicitor

Curt Inks, Superintendent, Wastewater Treatment Plant

COUNCIL

Robert Sampsel, Member

Mary Brundage, Member

Warren Spencer, Member

John Montgomery, Member

Daniel Shafer, Member

Donald Sours, Member

BOARD OF PUBLIC AFFAIRS

James Smith, Member

Chris Humbert, Member

Elwell Oakleaf, Member



**PROJECT DIRECTORY**

**OWNER:**

Village of Green Springs, Ohio  
120 Catherine St.  
Green Springs, Ohio 44836  
Attn: Theodore Rutherford

Phone: 419-639-2123

**ENGINEER:**

GGJ, Inc.  
35585 Curtis Blvd., Unit C  
Eastlake, Ohio 44095  
Attn: John Sabo, P.E.

Phone: 440-953-1567

Fax: 440-953-0580

**PROJECT CERTIFICATION**

I hereby certify that the Project Drawings and the Project Manual were prepared by me or under my direct supervision and that I am a duly Registered Professional Engineer under the laws of the State of Ohio.

---

John Sabo, P.E.



## **SECTION 00004**

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SEWER SEPARATION IMPROVEMENTS PHASE II B SEWER RELINING

SHEET NO.

Sanitary Sewer Relining Improvements .....Figure 1



**SECTION 00020**

**INVITATION TO BID**

Sealed proposals will be received at the Office of the Mayor, 120 Catherine Street, Green Springs, Ohio 44836 until 11:30 o'clock A.M. Local Time on Thursday, December 23, 2010, or as may be amended by written Addenda, and will be opened and read immediately thereafter for the:

**VILLAGE OF GREEN SPRINGS, OHIO  
SEWER SEPARATION IMPROVEMENTS PHASE II B SEWER RELINING**

**PROJECT DESCRIPTION:** Relining of Approximately 950 feet of 8" sanitary sewer

**COMPLETION DATE:** 90 CALENDAR DAYS

Contract Documents may be examined at the following locations:

**ENGINEER:**  
GGJ, Inc.  
35585 Curtis Blvd., Unit C  
Eastlake, Ohio 44095  
(440) 953-1567

**OWNER:**  
Village of Green Springs  
120 Catherine Street  
Green Springs, Ohio 44836  
(419) 639-2123

Dodge Reports  
6200 Rockside Woods Blvd., Suite 310  
Independence, Ohio 44131  
(216) 901-1589

Plans, specifications and bidding blanks may be obtained at the above office of the ENGINEER upon payment of ***SIXTY DOLLARS (\$60.00) NON-REFUNDABLE***. Contract Documents will be mailed as soon as possible after receipt of request and payment for such documents. Checks shall be made payable to GGJ, INC.

A bid security must be submitted with the bid. The bid security shall be in the form of a Certified check, a Cashiers check, or an Irrevocable Letter of Credit for an amount equal to ten percent (10%) of the bid; OR a Bond for 10% of the AMOUNT of the bid. Said bid security shall be made payable to the OWNER and is to be held as a guarantee that in the event the bid is accepted and a contract is awarded to the BIDDER, the contract will be duly executed and its performance properly secured.

The successful BIDDER will be required to furnish a Contract Performance Bond in an amount not less than one hundred percent (100%) of the total price bid for the complete work, said Bond shall be that of an approved surety company authorized to transact business in the State of Ohio and shall be underwritten by a surety that is listed on the most current Department of the Treasury Circular 570, "Surety Companies Acceptable on Federal Bonds".

**BONAFIDE BIDDER REQUIREMENTS:** Bid Proposals will **ONLY** be opened and/or received from Bonafide Plan Holders. Any Bid Proposal(s) received by a non-Bonafide Plan Holder, will be deemed invalid.

Questions by prospective bidders concerning this project should be directed to the ENGINEER'S Mr. John Sabo, P.E., Monday through Friday between 9:00 A.M. and 4:00 P.M. No questions will be taken during any other time.

Each bid proposal must be made upon the blanks furnished with the Contract Documents and must be delivered to Office of the Mayor, 120 Catherine Street, Green Springs, Ohio 44836, prior to the time on the date stated above.

No bidder may withdraw a bid within 60 days after the actual date of the opening thereof.

A pre-bid meeting will be held at 10:00 A.M. on Thursday, December 16, 2010 at the City Hall located at 120 Catherine Street, Green Springs, Ohio 44836. All Contractors interested in bidding should attend. A visual inspection of the project will be conducted after the meeting.

**Non-Discrimination in Employment** – Bidders on this work will be required to comply with the President's Executive Order No. 11246 in that employees and applicants for employment shall not discriminate against because of race, color, religion, sex or national origin. The requirements under this order are explained in the contract documents.

**WAGE RATES** - Each employee employed by the CONTRACTOR or any SUBCONTRACTOR and engaged in work on the project under this contract shall be paid the prevailing wage established by the Department of Industrial Relations of the State of Ohio, as provided by the appropriate sections of the Ohio Revised Code. This shall occur regardless of any contractual relationship which may be said to exist between the CONTRACTOR or any SUBCONTRACTOR and such

employee.

The OWNER reserves the right to reject any or all bids, to waive any informalities or irregularities in the bids received, and to accept any bid which it deems most favorable.

BY ORDER OF

Village of Green Springs  
Mayor  
Theodore Rutherford

Proof of Publication  
December 8, 2010  
December 15, 2010

**END OF SECTION**

INSTRUCTIONS TO BIDDERS**1. PROJECT DESCRIPTION**

- 1.1 OWNER: VILLAGE OF GREEN SPRINGS  
120 CATHERINE STREET  
GREEN SPRINGS, OHIO 44836
- 1.2 DESCRIPTION: SEWER SEPARATION IMPROVEMENTS PHASE II B SEWER RELINING
- 1.3 COMPLETION TIME: Substantial Completion: 60 Calendar Days  
Final Completion: 30 Calendar Days after Substantial Completion
- 1.4 ENGINEER'S OPINION OF PROBABLE COST:  
General Construction: \$ 32,000.00
- 1.5 ENGINEER: GGJ, Inc.  
35585 Curtis Blvd., Unit C  
Eastlake, Ohio 44095  
Telephone: (440) 953-1567  
Fax: (440) 953-0580  
Project Contact Person: **John Sabo, PE**

**2. PLANS, SPECIFICATIONS, & BIDDING DOCUMENT**

- 2.1 **Viewing and Purchasing Contract Documents:** Copies of the Contract Documents may be examined at ***Village of Green Springs, 120 Catherine Street, Green Springs, Ohio 44836*** and at the office of the Engineer. The Contract Documents including Drawings, Specifications, bidding forms, and related contract materials may be obtained at the Eastlake office of the Engineer upon payment of ***SIXTY DOLLARS (\$60.00) NON-REFUNDABLE***. CONTRACT DOCUMENTS will be mailed as soon as possible after receipt of request and payment for such CONTRACT DOCUMENTS. Checks shall be made payable to GGJ, INC.
- 2.2 **Bonafide Plan Holder:** is one who purchases plans and specifications for a specific project and is acknowledged by either the owner and/or his deemed representative.
- (2.3) **Pre-Bid Meeting:** N/A (or) There will be a Pre-Bid meeting at 10:00 A.M. on Thursday, December 16, 2010 at the ***Village of Green Springs, 120 Catherine Street, Green Springs, Ohio 44836*** to view the site and to answer potential bidders' questions.
- 2.3 **Questions during Bidding:** All questions regarding the meaning or intent of the Contract Documents shall be directed to the Engineer's Contact Person noted above. Subsequent interpretations and clarifications considered necessary by the Engineer will be issued by Addenda. Questions received less than seven (7) days prior to the scheduled date for opening bids may not be answered. Only questions and clarifications made by formal written addenda will be binding. Oral and other interpretations or clarifications, when given, will be without legal effect. The Contract Work shall be performed in accordance with the Contract Documents as prepared by the Engineer.
- 2.4 **Issuance of Contract Document Sets:** Upon award of the Contract, the Owner will furnish two (2) executed copies of the Drawings, Specifications and related Contract Materials; and if requested, will furnish one (1) set of reproducible project Drawings, at no cost to the Contractor. Additional sets of Contract Documents may be purchased from the ENGINEER for the price set forth above and in the Invitation to Bid.
- 2.5 **Addendum:** Addenda may be issued by the Engineer or Owner to notify that the Contract Documents have been amended. The Bidder is required to acknowledge receipt of Addenda in the Bidding Documents or they may be subject to disqualification. Addenda will be mailed or otherwise delivered to all parties

recorded by Engineer as having received the Bidding Documents.

- 2.6 **Other Project Related Information:** The following information is available for inspection at the Owner's offices and at the Engineer's Offices:

2.6.1 N/A (or e.g., Soil Borings etc.)

### 3. **SUBMISSION OF BID PROPOSALS**

- 3.1 Sealed Bid Proposals will be received by the Owner at the designated place until the date and time specified in the Invitation to Bid, as may be amended, at which time they will be publicly opened and read.
- 3.2 All submitted Bid Proposals shall be sealed in individual envelopes and addressed as follows:
- Village of Green Springs  
120 Catherine Street  
Green Springs, Ohio 44836***
- 3.3 Each "sealed" envelope containing a Bid Proposal must bear on the outside, the Bidder's name, address, and the name of the project for which the Bid Proposal is submitted. If forwarded by mail, the sealed envelope containing the Bid Proposal must be enclosed in another (mailing) envelope addressed to the Owner at the above address.
- 3.4 Any Bid Proposal received after the time and date stated, will not be considered.
- 3.5 Bids must be made on the Bid Proposal forms (or photocopies thereof) furnished in the Contract Documents.
- 3.5.1 All prices bid must be entered in figures only on the Bid Schedule form provided. If the bid item embraces labor and material, the Bid Proposal shall separately state the Unit Price for Material and the Unit Price for Labor.
- 3.5.2 Enter each Bid Item's Total Unit Price as the sum of the Unit Prices entered for Material and for Labor, if the Item embraces both OR as a lump sum amount, if the item is a Lump Sum Item.
- 3.5.3 Enter each Item's Total Price as the product of its Estimated Quantity and the Item's Total Unit Price. In the event of a conflict, the Estimated Quantities and the Total Unit Price listed on the form shall govern over the Unit Prices for Material and Labor, and the Total Price listed.
- 3.6 Each Bidder must bid on all Items and Alternates contained on the Bid Schedule form. Any Bid that does not conform to this requirement may be considered informal and may be rejected.
- 3.7 Each Bidder is required to disclose in his Bid, the full names and addresses, and the place of business of all people, other than the named Bidder, that have a legal or ownership interest in the Bid Proposal. If the Bidder is a corporation, only the names of its president and secretary need to be provided. If no other person has an interest, the Bidder shall state that fact.
- 3.8 The prices recorded in the Bid Schedule must be in ink and be complete when submitted.
- 3.8.1 Any corrections to the Bid Proposal made prior to submission must be initialed by the person signing the Bid Proposal.
- 3.8.2 Submit one copy of the Bid Proposal documents.
- 3.9 Bid Proposals submitted by Corporations must be executed in the corporate name by its President, Vice-President, or other Officer accompanied by evidence of authority to sign the proposal. The corporate seal must be affixed and attested to by the Secretary.
- 3.10 Bid Proposals submitted by partnerships must be executed in the partnership name and be signed by a partner, whose title must appear along with the signature.
- 3.11 All names must be typed or printed below the signature.

- 3.12 The Bid Proposal shall contain an acknowledgment the Bidder has received all of the issued Addenda; otherwise the Bid may be disqualified.
- 3.13 The Owner reserves the right to hold the Bid Proposals for a period of sixty (60) days after opening and to award Contracts at any time during that period.
- 3.13.1 No Bidder may withdraw a Bid within 60 days after the actual date of the opening thereof.
- 3.13.2 Should there be reasons why the Contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the Owner and the Bidder.
- 3.13.3 Each Bid Proposal must be accompanied by a bid guarantee instrument payable to the Owner in the form of one of the following:
- 3.13.3.1 A Bid Bond for the full amount of the Bid, including alternatives, with a corporate Surety approved by the Owner. Use Bid Guaranty and Contract Bond (Bid Bond) form included in the bidding documents for projects located in the State of Ohio. For projects located in other states, provide Bid Bond. If bid is accepted, Bidder will be required to provide Performance Bond(s) assuring required Payments, Maintenance, and Guarantees. Should a Bid be rejected, the Bond will be promptly returned to the Bidder. Bid Bonds provided for this work shall be underwritten by a surety that is listed on the most current Department of the Treasury Circular 570, "Surety Companies Acceptable on Federal Bond". Include the names and addresses of the Bid Bond Agent and the Surety Company.
- 3.13.3.2 A certified check equal to 10 percent of the Bid.
- 3.13.3.3 A cashier's check equal to 10 percent of the Bid.
- 3.13.3.4 An irrevocable letter of credit equal to 10 percent of the Bid.
- 3.14 The successful Bidder will be required to furnish a Contract Performance Bond for the full amount bid for the complete work, including all selected alternatives. This bond shall be that of an approved Surety company authorized to transact business in the State of Ohio and shall be underwritten by a Surety that is listed on the most current Department of the Treasury Circular 570, "Surety Companies Acceptable on Federal Bonds".
- 3.15 Within ten (10) days after opening the Bids, the Bids will be compared and the OWNER will return the Bid guaranties of all Bidders except for the three lowest Bidders.
- 3.16 When the agreement is executed and delivered, or the period for holding the Bids has expired and no time extension has been mutually agreed upon, the Bid guarantees of the remaining Bidders will be returned.
- 3.17 Any Bid may be withdrawn prior to the scheduled time for the opening of Bids or authorized postponement thereof.
- 3.17.1 If a Bidder wishes to withdraw his Bid Proposal, he shall state his desire in writing to the Owner BEFORE the time fixed for the opening, and when Bidder's Proposal is reached it will be set aside and returned.
- 3.18 Materials to be incorporated in this work may be purchased by the Contractor free of Ohio State or County Sales Tax.
- 3.19 The successful Bidder must comply with the minimum wage rates for laborers and mechanics as determined by the State of Ohio prevailing wages.

#### **4. EXAMINATION OF CONTRACT DOCUMENTS & SITE**

- 4.1 In submitting a Bid, Bidder warrants that he has investigated and is acquainted with the conditions to be encountered for performing the work including the character, quality, quantities of work to be performed, the materials to be furnished, the prevailing hourly wage rates for the area in which the project is located, and the requirements of the Contract Documents. It is mutually agreed that the submission of a Bid shall be considered prima facie evidence that Bidder has made such examination and is satisfied as to all the

conditions that will affect the work.

- 4.1.1 Bidders shall satisfy themselves of the accuracy of the estimated quantities in the Bid Schedule by making an examination of the site and a review of the Contract Documents, including all issued Addenda.
- 4.2 Before submitting a Bid, each Bidder must (a) examine the Bid Proposal thoroughly, (b) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the work, (c) familiarize himself with Federal, State and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the work; and (d) study and carefully correlate Bidder's observations with the Contract Documents.
  - 4.2.1 All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the Contract throughout.
  - 4.2.2 The Contract Documents contain the provisions required for the construction of the Project.
- 4.3 Reference is made to the Supplementary Conditions and to paragraph 2.6 above for the identification of those reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the work that have been relied upon by the Engineer in preparing the Drawings and Specifications. Owner will make copies of such reports available to any Bidder requesting them. These reports are not guaranteed as to accuracy or completeness; nor are they part of the Contract Documents. Before submitting his Bid, each Bidder shall, at his expense, make such additional investigations and tests as the Bidder may deem necessary to determine his Bid for performance of the work in accordance with the time, price and other terms and conditions of the Contract Documents.
- 4.4 Upon request, the Owner will provide each Bidder access to the site to conduct such investigations and tests as each Bidder deem necessary for submission of his Bid.
- 4.5 The lands upon which the work is to be performed, rights-of-way for access to the site, and other lands designated for use by Bidder in performing the work, are identified in the Contract Documents.
- 4.6 The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of this Section and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the work.
- 4.7 Information obtained from an officer, agent, or employee of the Owner or any other person shall not affect the risks or obligations assumed by the Bidder or relieve him from fulfilling any of the conditions of the Contract.

## **5. CONTRACTOR'S QUALIFICATION AND EQUIPMENT**

- 5.1 Bidder shall provide evidence of sufficient previous experience on work of a similar nature to assure the Owner of his capability to perform the work.
- 5.2 Bidder shall complete the appropriate parts of the Bid Proposal relating to work experience and equipment available for use.
- 5.3 Bidder shall provide pertinent information to the Owner relative to any pending suits or outstanding liens. If no information is provided by the Bidder, the Owner shall assume that no such suits or liens exist.
- 5.4 Bidder shall provide information on all incomplete contracts including the Owner's name, Contract Amount, and Status.

## **6. ESTIMATED QUANTITIES**

- 6.1 The unit price quantities listed in the Bid Schedule are approximate and are to be used for comparing Bids and in no way binds the Owner to using the quantities, or any part thereof, in the execution of the work.
- 6.2 Except for lump sum items, payments will be made to the Contractor for the actual quantities of work performed or materials furnished in accordance with the Contract Documents, and it is understood that the scheduled quantities of work to be done and materials to be furnished may be increased or decreased without invalidating the unit prices bid.



- 6.3 The Owner reserves the right to increase or decrease the quantities or omit altogether any items that in the judgment of the Owner may be deemed advisable after the award of the Contract.
- 6.4 The successful Bidder will be required to furnish the Owner a complete breakdown of the lump sum Items, to the satisfaction of the Engineer within five (5) days after the Notice of Award is provided, and before signing the Construction Contract.
- 6.5 Payments for lump sum Items will be based on an estimated percentage of the Item's completeness, as determined by the Engineer.

## **7. SUBCONTRACTORS**

- 7.1 The Bidder shall state on the appropriate Contract form the names of all Subcontractors that he proposes to utilize and the work they will be assigned. All work of Bidder not assigned to a Subcontractor shall be understood by the Owner to be performed by the Bidder.
- 7.2 Each Bidder shall perform with his own organization not less than FIFTY PERCENT (50%) of the total Contract price.
- 7.3 The Owner reserves the right to approve or disapprove all Subcontractors proposed by the Bidder. If the Owner, after due investigation, rejects the use of a proposed Subcontractor, the apparent successful Bidder may either submit an acceptable substitution without increase in Bid price or decline substitution and withdraw his Bid Proposal without sacrificing his Bid security. Any listed Subcontractor that Owner does not make written objection to before awarding the Contract, shall be deemed acceptable to the Owner.
- 7.4 Requests by the Bidder to change Subcontractors after the award shall be subject to the Owner's approval and shall not change the Contract Bid prices.
- 7.5 No Bidder shall be required to employ any Subcontractor, person, or organization against which he has reasonable objection.

## **8. NON-COLLUSION AFFIDAVIT**

- 8.1 Each Bid Proposal must be accompanied by a completed Non-Collusion Affidavit provided within the Bid Proposal.
- 8.2 Where this is reason to believe collusion or combination among Bidders exists, the Owner reserves the right to reject the Bid Proposal of those concerned.

## **9. INSURANCE**

- 9.1 Verification of Workers' Compensation, General Liability, Automobile Liability, and Property insurances consistent with the provisions of the Contract Documents must be submitted to the Owner prior to an Award of Contract. The required Certificates of Insurance shall show that the Owner, Engineer, Engineer's Consultants, and other people identified in the Contract Documents shall be specifically named as additional insured on all policies covering work under this Contract.
- 9.2 All insurance shall be endorsed so that it cannot be canceled until thirty (30) days after Insurer's written notice to Owner of such proposed action.

## **10. CONTRACT**

- 10.1 Before entering into the Contract, the Owner will require the Bidder to provide a Contract Performance Bond and a Payment Bond, each for 100 percent of the Contract Price, with a corporate surety approved by the Owner, to assure the faithful performance of the Contract. All bonds must be underwritten by a surety company authorized to transact business in the State where the work is located and upon which service of process can be made, conditioned on the faithful performance of the work in accordance with the Contract Documents. Such security or bond also shall indemnify the Owner against damages suffered as a result of the Bidder's failure to perform the Contract in accordance with the Contract Documents, and guaranteeing the related construction and performance of the improvements for a period not less than one (1) year from the date of final acceptance by the Owner, and guaranteeing the payment of all lawful claims of

Subcontractors, equipment and material providers, and for labor performed in carrying forward or completing the Contract.

- 10.2 All bonds shall be in the form required by the Department of Housing and Urban Development and the State of Ohio.
- 10.3 All bonds shall be underwritten by a surety that is listed on the most current Department of the Treasury Circular 570, "Surety Companies Acceptable on Federal Bonds."

## **11. AWARD OF CONTRACT**

- 11.1 The Owner reserves the right to reject any and all Bids, to waive any informalities or irregularities in the Bids received, and to accept any Bid it deems most favorable.
- 11.2 All extensions and totals of unit prices and quantities submitted as part of the Bid shall be considered informal until verified by the Owner.
- 11.3 In evaluating Bids, the Owner may consider the qualifications and experience of the Bidders, whether or not the Bids comply with the prescribed requirements, and alternates and unit prices if requested in the Bid Forms.
- 11.4 Owner may consider the qualifications and experience of Subcontractors and other people and organizations (including those who are to furnish the principal items, material, or equipment) proposed for portions of the work. Operation costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by the Owner.
- 11.5 Owner may conduct such investigations as it deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of the Bidders, proposed Subcontractors, and other persons and organizations to perform the work in accordance with the Contract Documents to Owner's satisfaction and within the prescribed time. Bidder shall furnish all information and data for this purpose as the Owner may request.
- 11.6 The Owner reserves the right to reject any Bid if the evidence submitted by, or investigation of the Bidder fails to satisfy the Owner that Bidder is sufficiently qualified to carry out the obligations of the Contract and to satisfactorily complete the work identified therein.
- 11.7 If a Contract is awarded, it will be awarded to the lowest and best Bidder whose evaluation by the Owner indicated to Owner that the award will be in the best interests of the project.
- 11.8 If a Contract is awarded, Owner will give the successful Bidder a Notice of Award within sixty (60) days after the day of the Bid opening.
  - 11.8.1 Copies of Notice of Award will be sent to both the Bid Bond Agent and Surety Company.
- 11.9 A conditional or qualified Bid will not be accepted.
- 11.10 Prior to awarding the Contract, the Bidder must submit certification from the Secretary of State that Bidder is authorized to do business in the State of Ohio. Also prior to award, the Bidder must submit a Power of Attorney to the Secretary of State designating it as an agent for the purpose of accepting the service of summons in any action brought under the Ohio Revised Code and the contract and bond are submitted to the Attorney General for their certified approval.

## **12. EXECUTION OF CONTRACT**

- 12.1 Accompanying the written Notice of Award will be three (3) unsigned sets of Contract Documents not including the Drawings. Within fourteen (14) calendar days from the date of receipt of the Notice of Award, the successful Bidder shall sign and deliver to the Owner the Contract Document sets along with a performance Bond, a payment Bond, and insurance verifications.
  - 12.1.1 The Notice of Award will be accompanied by the necessary Contract and Bond forms.
- 12.2 Within fourteen (14) days of receipt of the successful Bidder's signed Contracts, the Owner will sign the Contracts and return two (2) fully executed Contracts.

- 12.3 The date of the Owner's signature shall be the effective Contract date. The Contract completion time does not start until the issuance date of the Notice to Proceed.

**13. BID SECURITY**

- 13.1 In the event that the successful Bidder fails, on his part, to execute the Contracts within the specified time, the Owner may consider the Bidder in default and award the Contract to the next lowest Bidder. The Bidder and/or Surety failing to enter into a contract are liable to the Owner for the lesser amount of:

13.1.1 The difference between his Bid and the next lowest Bid, or

13.1.2 A sum not to exceed ten percent (10%) of the Bid.

- 13.2 If the Owner chooses to re-bid the work, the Bidder failing to enter into a contract and/or his Surety shall pay the lesser amount of:

13.2.1 A sum not more than ten percent (10%) of the Bid, or

13.2.2 The cost incurred in the process of re-bidding, including labor, printing costs, advertising, and mailings to prospective Bidder.

- 13.3 In the event that the second lowest Bidder is awarded the Contract and fails to execute the Contract within ten (10) days, the Owner may then award to the third lowest bidder.

13.3.1 Same as the 13.2.1 above.

13.3.2 Same as the 13.2.2 above.

- 13.4 When more than one Bidder fails to execute a Contract and the Owner re-advertises for Bids, each Bidder that failed to enter into a Contract shall equally share in the re-bidding costs.

**14. LIQUIDATED DAMAGES**

- 14.1 Provisions for liquidated damages, if any are set forth in the Bid Proposal and the Contract.

**15. DELINQUENT PERSONAL PROPERTY STATEMENT**

- 15.1 Included with the Contract Documents is a delinquent Personal Property Statement to be filled out by the successful Bidder after the award of the Contract.

- 15.2 The Statement shall be sent to both the COUNTY AUDITOR and the COUNTY TREASURER. A signed copy shall remain in the Contract Documents as well.

**16. SALES TAX**

- 16.1 The Owner is Ohio sales tax exempt and will provide a certification of sales tax exemption. Bidder shall verify utilization of the certification with legal counsel and the State of Ohio.

END OF SECTION

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**VILLAGE OF GREEN SPRINGS, OHIO  
SEWER SEPARATION IMPROVEMENTS PHASE II B SEWER RELINING**

**BASIS OF PAYMENT**

**GENERAL:** Payment for the work Items shall be at the total unit or lump sum price Bid for each unit of work completed and accepted in accordance with the Contract Documents.

The latest "State of Ohio, Department of Transportation, Construction and Material Specifications" manual shall govern the material and procedures used in this project, if not otherwise specified in the project Specifications or noted on the Drawings.

**PRICES TO INCLUDE:** For each Bid Item, the total unit price or lump sum price Bid shall be considered full compensation for the completed and accepted work, and shall include all labor, materials, tools, equipment and transportation needed to perform the work in accordance with the Contract Documents so as to provide a complete and properly functional system. The General Contractor shall be responsible for reviewing the contents and conditions of all Contract Documents as they may relate to the work under this Contract and comply with the requirement thereof.

**ITEM 1 - BONDS AND INSURANCE**

**A. Payment:**

1. The lump sum amount stated in the Bid Schedule for bonds and insurance shall include all bonds and insurance required to be in force at the commencement of the work. Successful bidder will be required to provide receipts verifying the actual costs of this item when known.
2. Subsequent expenses for bonds and insurance as may be necessary throughout the contract period for changes to the contract or for other occurrences, shall not be a part of this item.
3. Fees for bonds and insurance due to changes in the work shall be respectively a part of the cost of that work.

**ITEM 2 - MOBILIZATION**

**A. Work included:** As described in Section 00800 Supplementary Conditions SC-22 and other work incidental to this Item.

**B. Payment:** Lump Sum price with payments as specified in Section 00800 Supplementary Conditions SC-22.

**ITEM 3 – 8" CIPP**

**A. Description:** The quantity to be paid shall consist of 8" Sanitary sewer liner using the CIPP Method installed in place as shown on the drawing and/or specified. Measurements shall be made on a linear foot basis for the actual work performed under this item, measured along the horizontal projection of the longitudinal axis of the pipe. There will be no payment of the horizontal projections within manholes or structures. The contractor shall field verify the accessibility of the proposed work.

**B. Payment:** The unit price in the Bid Schedule shall be full compensation for each linear foot of pipe lined and measured for payment. The price shall include furnishing all labor materials, equipment, Traffic Control, bypass temporary pumping, pre-installation televising, cleaning and prepping host pipe, cured line material, anchoring of liner to manholes, restoration, cleanup, post installation televising, testing, tools, and any other necessary appurtenances necessary to complete the work in accordance with these specifications, the manufacturer recommendations, or as shown.

**ITEM 4** – LATERAL RESTORATION

- A. Description: This work shall consist of restoring Sewer Laterals per sewer customer within the proposed relined sewers, as shown on the plans, specified herein, and observed in the field.
- B. Payment: The unit price stipulated to be paid for each lateral restoration shall include furnishing labor, locating existing lateral, inspecting, restoring all disturbed areas and utilities, and all appurtenances to complete the work as shown on the Drawings and specified in the Contract Documents for a complete and ready-for-use installation of a sewer lateral per customer.

PROPOSAL TO THE VILLAGE OF GREEN SPRINGS, OHIO  
SEWER SEPARATION IMPROVEMENTS PHASE II B SEWER RELINING

TO: MAYOR THEODORE RUTHERFORD  
VILLAGE OF GREEN SPRINGS  
120 CATHERINE STREET  
GREEN SPRINGS, OHIO 44836

Gentlemen:

Proposal of \_\_\_\_\_ (hereinafter called "BIDDER"), organized and existing under the laws of the State of Ohio doing business as \_\_\_\_\_.  
To the VILLAGE OF GREEN SPRINGS (hereinafter called "Owner").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for the construction of the **Sewer Separation Improvements Phase II B Sewer Relining** in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submitting this BID, the BIDDER, or in the case of a joint BID, each party thereto, certifies as to its own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

The undersigned have full knowledge of the project site, Drawings, and the conditions of the proposal. The undersigned also, hereby agrees to furnish all the services, labor, materials and equipment necessary to complete these projects according to the Drawings and Specifications and to accept as full compensation the lump sum or unit prices stated in the Bid Schedule for the work and for use when calculating the price of a deduction or an increase in quantities.

BIDDER hereby agrees to commence WORK under this Contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within the period stipulated in the INSTRUCTIONS TO BIDDERS. BIDDER further agrees to pay as liquidated damages and that the CITY may retain from monies that are, or which may become due. The amount of such liquidated damages shall be as stipulated in the CONTRACT AGREEMENT FORM (Section 00500 herein).

\* Insert "a corporation", "a partnership", or "an individual" as applicable.

The Bidder hereby acknowledges receipt of the following addenda:

<u>ADDENDUM NO.</u>	<u>DATE</u>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

We further agree that the Owner may reject any or all bids.

SUBMITTED BY:

---

Firm, Corporation or Individual

---

Address

---

Telephone Number

Contractor License Number 

---

Signature: 

---

 Date: 

---

NOTE: Evidence of authority to sign and the corporate seal must be affixed and attested by the Secretary.

COMPLETION DATE: 60 Calendar Days commencing on the date as shown on Notice to Proceed for Final Completion.



PROPOSAL TO THE VILLAGE OF GREEN SPRINGS, OHIO  
SEWER SEPARATION IMPROVEMENTS PHASE II B SEWER RELINING

**BID SCHEDULE**

Bid Item	Item Description	Est. Qty.	Unit	Unit Price Material	Unit Price Labor	Total Unit Price	Total Price
1	Bond & Insurance	1	Lump Sum				\$
2	Mobilization	1	Lump Sum				\$
3	8" CIPP	950	Linear Foot				\$
4	Lateral Restoration	5	Each				\$

**TOTAL**

\$ -
------

**TOTAL AMOUNT OF PROJECT (IN FIGURES)**

\_\_\_\_\_

**TOTAL AMOUNT OF PROJECT (IN WORDS)**

\_\_\_\_\_

END OF SECTION

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**SECTION 00410**

**BIDDER'S QUALIFICATIONS**

**BIDDER'S GENERAL INFORMATION**

The Bidder shall furnish and notarize the following information. Additional sheets shall be attached as required. Failure to complete will cause the Bid to be non-responsive and may cause its rejection. No award will be made until all of the Bidder's General Information is provided to the Owner.

1. BIDDER/CONTRACTOR'S name and street address:

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Names of Responsible Management Officer or Responsible Management Employee

---

2. BIDDER'S telephone number: (\_\_\_\_\_) \_\_\_\_\_

3. Name of person who inspected the site of the proposed Work for the Bidder:

Name: \_\_\_\_\_ Date of inspection: \_\_\_\_\_

4. Identify Surety Company and Agent who will provide the required Bonds on this Contract:

Name of Surety:

\_\_\_\_\_

Address

---

Surety \_\_\_\_\_ Company \_\_\_\_\_ Agent: \_\_\_\_\_

Telephone Numbers: Agent: (\_\_\_\_\_) \_\_\_\_\_ Surety: (\_\_\_\_\_) \_\_\_\_\_

5. When was Bidder Company Organized?

---

6. How many years has Bidder been engaged in the construction business under the present firm or trade name?

---

7. List current contracts under construction by the Bidder, showing amount of each contract and completion date.

<u>CONTRACT/PROJECT</u>	<u>AMOUNT</u>	<u>COMPLETION DATE</u>
-------------------------	---------------	------------------------

1. _____	_____	_____
----------	-------	-------

2. _____	_____	_____
----------	-------	-------

3. _____	_____	_____
----------	-------	-------

8. Briefly describe the general character of work normally performed by the Bidder.

---

- \_\_\_\_\_
- \_\_\_\_\_
9. Has Bidder ever failed to complete any contract awarded to you? If so, describe, list contract, amount, date and why: \_\_\_\_\_
- \_\_\_\_\_
10. Has Bidder ever defaulted on a contract? If so, list contract, amount, date and reason: \_\_\_\_\_
- \_\_\_\_\_
11. Attach to this BID the resume of the person who will be designated as General Construction Superintendent or on-site Construction Manager for the Bidder.
12. Attach to the BID a financial statement, references, and other information sufficiently comprehensive to permit an appraisal of the Bidder's current financial condition.
13. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Local Public Agency in verification of the recitals comprising this statement of Bidder's Qualifications.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Bidder: \_\_\_\_\_ By \_\_\_\_\_ Title: \_\_\_\_\_

State of \_\_\_\_\_ County of \_\_\_\_\_

being duly sworn deposes and says that he is \_\_\_\_\_ of \_\_\_\_\_ and that the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_ 20\_\_\_\_\_.

## LIST OF SUBCONTRACTORS

The BIDDER is required to list in the spaces provided below, the SUBCONTRACTORS who will perform work under this BID in excess of 1% of the Contractor's Total Bid Price. The BIDDER shall also list the other required information for each SUBCONTRACTOR (Name, Address, Phone No., License Number, Work To Be Performed, MBE/WBE Business Owned Company, total amount of work to be performed in dollars and percent of total contract amount). Failure to comply with this requirement will render the BID as non-responsive and may cause its rejection.

The total cost of the work performed by SUBCONTRACTORS must not be more than fifty percent (50% of the total contract amount).

1. Work to be performed \_\_\_\_\_  
Subcontractor, Address, Phone Number \_\_\_\_\_  
\_\_\_\_\_  
License Number \_\_\_\_\_ MBE/WBE (Yes or No) \_\_\_\_\_  
Total Dollar Amount \_\_\_\_\_ Percent of Total Contract \_\_\_\_\_
2. Work to be performed \_\_\_\_\_  
Subcontractor, Address, Phone Number \_\_\_\_\_  
\_\_\_\_\_  
License Number \_\_\_\_\_ MBE/WBE (Yes or No) \_\_\_\_\_  
Total Dollar Amount \_\_\_\_\_ Percent of Total Contract \_\_\_\_\_
3. Work to be performed \_\_\_\_\_  
Subcontractor, Address, Phone Number \_\_\_\_\_  
\_\_\_\_\_  
License Number \_\_\_\_\_ MBE/WBE (Yes or No) \_\_\_\_\_  
Total Dollar Amount \_\_\_\_\_ Percent of Total Contract \_\_\_\_\_
4. Work to be performed \_\_\_\_\_  
Subcontractor, Address, Phone Number \_\_\_\_\_  
\_\_\_\_\_  
License Number \_\_\_\_\_ MBE/WBE (Yes or No) \_\_\_\_\_  
Total Dollar Amount \_\_\_\_\_ Percent of Total Contract \_\_\_\_\_
5. Work to be performed \_\_\_\_\_  
Subcontractor, Address, Phone Number \_\_\_\_\_  
\_\_\_\_\_  
License Number \_\_\_\_\_ MBE/WBE (Yes or No) \_\_\_\_\_  
Total Dollar Amount \_\_\_\_\_ Percent of Total Contract \_\_\_\_\_
6. Work to be performed \_\_\_\_\_  
Subcontractor, Address, Phone Number \_\_\_\_\_  
\_\_\_\_\_  
License Number \_\_\_\_\_ MBE/WBE (Yes or No) \_\_\_\_\_  
Total Dollar Amount \_\_\_\_\_ Percent of Total Contract \_\_\_\_\_

(Add additional sheets, if necessary.)

## EXPERIENCE RECORD

The BIDDER shall furnish the following information on a minimum of three (3) completed projects, of recent date, involving work of similar type and complexity to this Project that the BIDDER successfully completed. List below all information to enable the OWNER to judge the experience and capability of the BIDDER to perform this Project work.

1. Project Name \_\_\_\_\_  
Contract Price \_\_\_\_\_  
Date Completed \_\_\_\_\_  
Owner: \_\_\_\_\_ Engineer: \_\_\_\_\_  
Name \_\_\_\_\_ Name \_\_\_\_\_  
Address \_\_\_\_\_ Address \_\_\_\_\_  
\_\_\_\_\_  
Phone No. \_\_\_\_\_ Phone No. \_\_\_\_\_  
Contact \_\_\_\_\_ Contact \_\_\_\_\_
2. Project Name \_\_\_\_\_  
Contract Price \_\_\_\_\_  
Date Completed \_\_\_\_\_  
Owner: \_\_\_\_\_ Engineer: \_\_\_\_\_  
Name \_\_\_\_\_ Name \_\_\_\_\_  
Address \_\_\_\_\_ Address \_\_\_\_\_  
\_\_\_\_\_  
Phone No. \_\_\_\_\_ Phone No. \_\_\_\_\_  
Contact \_\_\_\_\_ Contact \_\_\_\_\_
3. Project Name \_\_\_\_\_  
Contract Price \_\_\_\_\_  
Date Completed \_\_\_\_\_  
Owner: \_\_\_\_\_ Engineer: \_\_\_\_\_  
Name \_\_\_\_\_ Name \_\_\_\_\_  
Address \_\_\_\_\_ Address \_\_\_\_\_  
\_\_\_\_\_  
Phone No. \_\_\_\_\_ Phone No. \_\_\_\_\_  
Contact \_\_\_\_\_ Contact \_\_\_\_\_
4. Project Name \_\_\_\_\_  
Contract Price \_\_\_\_\_  
Date Completed \_\_\_\_\_  
Owner: \_\_\_\_\_ Engineer: \_\_\_\_\_  
Name \_\_\_\_\_ Name \_\_\_\_\_  
Address \_\_\_\_\_ Address \_\_\_\_\_  
\_\_\_\_\_  
Phone No. \_\_\_\_\_ Phone No. \_\_\_\_\_  
Contact \_\_\_\_\_ Contact \_\_\_\_\_

(Add additional sheets, if necessary.)

## RECORD OF BIDDER'S EQUIPMENT

The BIDDER shall indicate below construction equipment he has available for Work under this CONTRACT. Information should include age of equipment, description, and existing physical conditions. Also list any equipment you intend to purchase or rent for use on the proposed work. If the BIDDER has previously prepared a description of their construction equipment with the information below, it may be attached to this sheet.

<u>EQUIPMENT DESCRIPTION</u>	<u>AGE</u>	<u>CONDITION</u>
1. _____		
2. _____		
3. _____		
4. _____		
5. _____		
6. _____		
7. _____		
8. _____		
9. _____		
10. _____		
11. _____		
12. _____		
13. _____		
14. _____		
15. _____		
16. _____		
17. _____		
18. _____		
19. _____		
20. _____		
21. _____		
22. _____		
23. _____		
24. _____		
25. _____		

(Add additional sheets, if necessary.)

**END OF SECTION**

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SECTION 00420

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned,

\_\_\_\_\_, as PRINCIPAL, and \_\_\_\_\_  
[Bidder]

\_\_\_\_\_, as surety (ies), are hereby held and firmly bound unto

Village of Green Springs \_\_\_\_\_, as OBLIGEE in the penal sum of the dollar amount of the BID  
[Owner]

submitted by the PRINCIPAL to the OBLIGEE on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ to undertake  
the project known as Sewer Separation Improvements Phase II B Sewer Relining \_\_\_\_\_.

The penal sum referred to herein shall be the dollar amount of the PRINCIPAL'S BID to the OBLIGEE, incorporating any additive or deductive alternate proposals made by the PRINCIPAL on the date referred to above to the OBLIGEE that are accepted by the OBLIGEE. In no case shall the penal sum exceed \_\_\_\_\_ dollars. (If this blank is not filled in, the penal sum will be the full amount of the PRINCIPAL'S BID, including all accepted alternates.) Alternatively, if the blank is filled in, the dollar amount stated must not be less than the full amount of the BID including all accepted alternates, in dollars and cents. **(A percentage is not acceptable)** For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

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

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Surety

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named PRINCIPAL has submitted a BID for the above referenced project;

Now, therefore, if the OBLIGEE accepts the BID of the PRINCIPAL and the PRINCIPAL fails to enter into a proper CONTRACT in accordance with the CONTRACT DOCUMENTS; and in the event the PRINCIPAL pays to the OBLIGEE the difference, not to exceed ten percent of the penalty hereof between the amount stated in the BID, and such larger amount for which the OBLIGEE may in good faith CONTRACT with the next lowest BIDDER to perform the work covered by the BID; or in the event the OBLIGEE does not award the CONTRACT to the next lowest BIDDER and resubmits the project for BIDDING, the PRINCIPAL pays to the OBLIGEE the difference not to exceed ten percent of the penalty hereof between the amount stated in the BID, or the costs, in connection with the resubmission, of printing new CONTRACT DOCUMENTS, required advertising, and printing and mailing notices to prospective BIDDERS, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect. If the OBLIGEE accepts the BID of the PRINCIPAL, and the PRINCIPAL, within ten days after the awarding of the contract, enters into a proper contract in accordance with the CONTRACT DOCUMENTS, which said CONTRACT is made a part of this BOND the same as though set forth herein;

If PRINCIPAL shall well and faithfully do and perform the things agreed to be done and performed according to the terms of said contract; and shall pay all lawful claims of SUBCONTRACTORS, MATERIAL SUPPLIERS, AND LABORERS, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any MATERIAL SUPPLIER OR LABORER having a just claim, as well as for the OBLIGEE herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of the CONTRACT or in or to the Drawings or Specifications therefore shall in any way affect the obligations of said surety on its BOND.

IN WITNESS WHEREOF, the PRINCIPAL and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

SIGNED and SEALED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Principal

by: \_\_\_\_\_

title: \_\_\_\_\_

\_\_\_\_\_  
Surety

by: \_\_\_\_\_  
Attorney-in-Fact

NOTES:

Attorney-in-Fact must attach certified and dated copy of this Power of Attorney.

Name and address of both Agent and Surety Company for the issued Bond must accompany bond.

**Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and must not exceed the underwriting limitation. Surety companies and their agents or attorneys-in-fact must be authorized to transact business in the state where the PROJECT is located and shall furnish proof of such authorization in the BID.**

**END OF SECTION**

**SECTION 00430**

**CERTIFICATION OF NON-SEGREGATED FACILITIES**

The undersigned BIDDER \_\_\_\_\_, certifies that they do not maintain or provide for their employees any segregated facilities at any of the BIDDERS establishments, and that they do not permit employees to perform their services at any location, under their control, where segregated facilities are maintained. The BIDDER certifies further that they will not maintain or provide for their employees any segregated facilities at any of the BIDDERS establishments, and that they will not permit their employees to perform their services at any location under their control where segregated facilities are maintained. The BIDDER agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The BIDDER agrees that (except where the BIDDER has obtained identical certification from proposed subcontractors for specific time periods) they will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that the BIDDER will retain such certifications in their files.

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
(Signature of Bidder's Representative)

\_\_\_\_\_  
(Printed Name of Representative)

\_\_\_\_\_  
(Title of Bidder's Representative)

END OF SECTION

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**SECTION 00440**

**CERTIFICATION OF NON-COLLUSION AFFIDAVIT**

The undersigned BIDDER, \_\_\_\_\_, certifies that the foregoing Bid Proposal Form is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that such bid proposal form is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, nor that anyone shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of said bidder or of any other bidder, nor to fix any overhead, profit, or cost element of such bid price, nor of that of any other bidder, nor to secure any advantage against the ***Village of Green Springs*** awarding the contract or anyone interested in the proposed contract; that said bidder has not directly or indirectly submitted his bid price or any breakdown thereof, nor the contents thereof, nor divulged information or data relative thereto, nor paid and will not pay a fee in connection therewith to a corporation, partnership, company, association, organization, bid depository, nor to any member or agent thereof, nor to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his general business.

Date \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Signature of Bidder's Representative

\_\_\_\_\_  
Printed Name of Representative

\_\_\_\_\_  
Title of Bidder's Representative

State of \_\_\_\_\_ :  
County of \_\_\_\_\_ :S.S

### INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Ohio Revised Code, governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.
2. This Non-Collusion Affidavit must be executed by the member, officer or employee of the bidder who makes the final decision on prices and the amount quoted in the bids.
3. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the bid.
4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.
5. The term "complimentary bid" as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
6. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.

**END OF SECTION**

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**SECTION 00450**

**CORPORATE RESOLUTION**

I, \_\_\_\_\_, Secretary of \_\_\_\_\_,  
[NAME] [COMPANY]  
a \_\_\_\_\_, hereby certifies that the following is a true and  
[CORPORATION, PARTNERSHIP, OR SOLE PROPRIETORSHIP]  
correct copy of a resolution duly adopted by the Board of Directors of \_\_\_\_\_,  
[COMPANY]  
on \_\_\_\_\_, 20\_\_\_\_\_, to wit:  
[DATE]

"Resolved, that \_\_\_\_\_ of this Company,  
[NAME]  
namely, \_\_\_\_\_ is hereby  
[COMPANY]  
authorized and directed to enter into any and all contracts, bid guaranty and  
performance bonds with \_\_\_\_\_ for the  
[MUNICIPALITY]  
purpose of furnishing labor and materials as to \_\_\_\_\_ at  
[PROJECT]  
such price and upon such terms and conditions, including any amendments or  
modifications thereto, as said \_\_\_\_\_ in his  
[NAME]  
sole discretion shall deem best, and that said actions shall be binding upon the  
Corporation.

Resolved, further, that said \_\_\_\_\_  
[NAME]  
is hereby authorized and directed to execute and deliver unto said  
\_\_\_\_\_ other instruments which in his  
[OWNER]  
discretion he shall deem necessary to carry out the foregoing resolution."

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at \_\_\_\_\_  
\_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, and I further  
[ADDRESS] [MONTH]  
certify that said resolution is still in full force and effect.

\_\_\_\_\_  
SECRETARY

SEAL

END OF SECTION

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**BASIS AND METHOD OF AWARD**

1. Owner reserves the right to reject any and all Bids, to waive any and all informalities and to negotiate contract terms with the successful Bidder, and the right to disregard all nonconforming, nonresponsive or conditional bids. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
2. In evaluating Bids, Owners shall consider the qualifications of the Bidder, whether or not the Bids comply with the prescribed requirements and alternates and unit prices if requested in the Bid forms. The Owner intends to accept alternates (if any are accepted) in the order in which they are listed in the Bid Form but Owner may accept them in any order or combination.
3. Owner may consider the qualifications and experience of Subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the Work as to which the identity of Subcontractors and other persons and organizations must be submitted as provided in the Supplementary Conditions. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by Owner.
4. Owner may conduct investigations he deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of the Bidders, proposed Subcontractors, and other persons and organizations to do the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.
5. Owner reserves the right to reject the bid of any Bidder who does not pass investigations or evaluations to Owner's satisfaction. Owner may reject any Proposal where the unit price or individual lump sum prices are unbalanced and/or unfavorable to the Owner's interest.
6. Owner will not make any award or permit any award (subgrant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension". Each Contractor and supplier (over \$25,000) shall complete Form 5700-49.
7. If Contract is awarded, it will be awarded to the lowest responsive responsible Bidder whose evaluation by Owner indicates to Owner that the award will be in the best interest of the Project.
8. If the Contract is awarded, Owner will give the Successful Bidder a "Notice of Award" within the time stated in the advertisement after the day of the Bid opening.
9. When Owner gives a "Notice of Award" to the Successful Bidder, it will be accompanied by at least three unsigned counterparts of the Agreement and three copies of all other Contract Documents. Within ten days thereafter, Contractor shall sign and deliver at least three counterparts of the Agreement to Owner with three copies of all other Contract Documents attached. Within fifteen days thereafter, Owner will deliver one copy of all fully signed counterparts to the Contractor.

**END OF SECTION**

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CONTRACT AGREEMENT FORM

CONTRACT AGREEMENT FORM  
FOR  
VILLAGE OF GREEN SPRINGS

SEWER SEPARATION IMPROVEMENTS PHASE II B SEWER RELINING

THIS AGREEMENT is dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

BY AND BETWEEN \_\_\_\_\_, hereinafter called CONTRACTOR and the VILLAGE OF GREEN SPRINGS, OHIO, hereinafter called the OWNER.

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**1. SCOPE OF WORK**

The CONTRACTOR shall furnish all labor, materials, supplies, equipment and other facilities and things necessary or proper or incidental to complete performances of the work under this Contract for the OWNER as required by and in strict accordance with the applicable Contract Documents entitled, SEWER SEPARATION IMPROVEMENTS PHASE II A for Green Springs, Ohio, and shall complete everything required by the Contract and Contract Documents.

**2. ENGINEER**

This project has been designed by GGJ, INC., 35585 Curtis Blvd., Unit C, Eastlake, Ohio 44095, who is hereinafter called ENGINEER and who will assume all duties and responsibilities and will have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

**3. CONTRACT TIME**

3.1 The Work will be substantially completed within 60 calendar days after the date when the contract Time commences to run as provided in Paragraph 2.3 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.13 of the General Conditions within 30 calendar days after substantial completion.

3.1.1 Commencement of the demolition of existing facilities shall not commence without written authorization of the Engineer.

3.2 OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not complete within the time specified in Paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the work is not complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER Seven Hundred Fifty Dollars (\$750.00) for each day that expires after the time specified in Paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion if CONTRACTOR shall neglect, refuse or fail to complete the remaining work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER One-Thousand Dollars (\$1,000.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

**4. CONTRACT PRICE**

4.1 OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Contract

Documents, in current funds, the sum of \_\_\_\_\_ \$ \_\_\_\_\_  
(The amount shall be shown in both words and figures; in the case of discrepancy, the amount shown in words will govern.) in accordance with Article 14 of the General Conditions.

- 4.2 The following percentages shall be used to calculate CONTRACTOR'S Fee (overhead and profit) for changes in the value of work per Article 11.6 of the General Conditions as modified by the Supplementary Conditions.

4.2.1 Labor and Material (paragraph 11.6.1.1) 6.5 percent

4.2.2 Subcontractors (paragraph 11.6.1.2) 5 percent

## **5. PAYMENT PROCEDURES**

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

- 5.1 Progress Payments - OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER, once each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 14.1 of the General Conditions.

5.1.1 Until the Work is 50% complete, progress payments will be in an amount equal to 90% of the work completed and 90% of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made.

5.1.2 When the work is 50% complete, reduction of the withholding to 5% of the dollar value of all Work satisfactorily completed to date will be made provided that the CONTRACTOR is making satisfactory progress and there is no specific cause for greater withholding.

5.1.3 Upon substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 100% of the contract price, less only 1-1/2 times such amount as is required to complete any then remaining, uncompleted, minor items, which amount shall be certified by the ENGINEER.

- 5.2 Final Payment - Upon final completion and acceptance of the Work in accordance with Paragraph 14.13 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER.

## **6. INTEREST**

All monies not paid when due hereunder shall bear interest at the maximum rate allowed by law in Ohio for public contracts.

## **7. CONTRACTOR'S REPRESENTATIONS**

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

7.1 CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

7.2 CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon by ENGINEER in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.

7.3 CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in those referred to in Paragraph 7.2 as he deems necessary for the

performance of the Work at the Contract Price, within the Contract Time and in accordance with the other items and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purpose.

- 7.4 CONTRACTOR has correlated the results of all such observations, examination, investigations, tests, reports and data with the terms and conditions of the Contract Documents.
- 7.5 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

## **8. CONTRACT DOCUMENTS**

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR are attached to this Agreement, and made a part hereof and consists of the following:

- 8.1 This Agreement identified as Section 00500.
- 8.2 Contract Bonds, identified as Section 00610.
- 8.3 Workmen's Compensation Certification, identified as Section 00630.
- 8.4 Certificate of Owner's Fiscal Officer, identified as Section 00635.
- 8.5 Certificate of Owner's Legal Counsel, identified as Section 00640.
- 8.6 Notice of Commencement, identified as Section 00645.
- 8.7 Notice of Award, identified as Section 00680.
- 8.8 Notice to Proceed, identified as Section 00681.
- 8.9 Standard General Conditions of the Construction Contract, identified as Section 00700.
- 8.10 Supplementary Conditions, identified as Section 00800.
- 8.11 Evidence of insurance.
- 8.12 Specifications bearing the title Project Manual, including specifications for construction of: SEWER SEPARATION IMPROVEMENTS PHASE II B SEWER RELINING FOR GREEN SPRINGS, OHIO.
- 8.13 Drawings consisting of a Cover Sheet and Drawings numbered inclusive with each sheet bearing the general title as outlined in the Drawings Index of the Project Manual.
- 8.14 Addenda numbers \_\_\_\_\_ to \_\_\_\_\_ inclusive.
- 8.15 CONTRACTOR'S Bid, identified as Sections 00300, 00410, 00420, 00430, 00440, and 00450.
- 8.16 Documentation submitted by CONTRACTOR prior to Notice of Award.
- 8.17 Any Modification, including Change Orders, duly delivered after execution of Agreement.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be altered, amended or repealed by a Modification (as defined in Section 1 of the General Conditions).

## **9. MISCELLANEOUS**

- 9.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.

9.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

This Agreement will be effective on \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_(SEAL)  
(Owner's Representative)

\_\_\_\_\_(SEAL)  
(Contractor's Representative)

Mayor Theodore Rutherford  
(Printed Name of Representative)

\_\_\_\_\_  
(Printed Name of Representative)

Witness \_\_\_\_\_

Address for giving notices to OWNER

Address for giving notices to CONTRACTOR

Village of Green Springs

\_\_\_\_\_

120 Catherine Street

\_\_\_\_\_

Green Springs, Ohio 44836

\_\_\_\_\_

**END OF SECTION**



**SECTION 00610**

**BID GUARANTY AND CONTRACT BOND**

KNOW ALL PEOPLE BY THESE PRESENTS, that we, the undersigned

\_\_\_\_\_  
(Name and Address of Principal)

as Principal, and

\_\_\_\_\_  
(Name and Address of Surety)

as Surety, are hereby held and firmly bound unto

Village of Green Springs, 120 Catherine Street, Green Springs, Ohio 44836  
(Name and Address of Obligee/Owner)

hereinafter called the Obligee, in the penal sum of the dollar amount of the bid submitted by the Principal to the Obligee on \_\_\_\_\_

to undertake the project known as: Sewer Separation Improvements Phase II B Sewer Relining

\_\_\_\_\_  
The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Obligee, incorporating any additive or deductive alternate proposals made by the Principal on the date referred to above to the Obligee, which are accepted by the Obligee. In no case shall the penal sum exceed the amount of

\_\_\_\_\_ dollars (\$\_\_\_\_\_).

(IF THE ABOVE LINES ARE LEFT BLANK, THE PENAL SUM WILL BE THE FULL AMOUNT OF THE PRINCIPAL'S BID, INCLUDING ALTERNATES. ALTERNATIVELY, IF COMPLETED, THE AMOUNT STATED MUST NOT BE LESS THAN THE FULL AMOUNT OF THE BID, INCLUDING ALTERNATES, IN DOLLARS AND CENTS. A PERCENTAGE IS NOT ACCEPTABLE.) For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named Principal has submitted a bid on the above referred to project;

NOW THEREFORE, if the Obligee accepts the bid of the Principal and the Principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the Principal pays to the Obligee the difference not to exceed ten percent (10%) of the penalty hereof between the amount specified in the bid and such larger amount for which the Obligee may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event the Obligee does not award the contract to the next lowest bidder and resubmits the project for bidding, the Principal will pay the Obligee the difference not to exceed ten percent (10%) of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising and printing and mailing contract documents, required advertising and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be void, otherwise to remain in full force and effect. If the Obligee accepts the bid of the Principal and the Principal within ten (10) days after the awarding of the contract, enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material which said contract is made a part of this bond the same as though set forth herein, and IF THE SAID Principal shall well and faithfully perform each and every condition of such contract; and indemnify the Obligee against all damage suffered by failure to perform such contract according to the provisions thereof and in accordance with the plans, details, specifications, and bills of material therefore; and shall pay all lawful claims of subcontractors, material suppliers, and laborers, for labor performed and materials furnished in the carrying forward performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any material supplier or laborer having a just claim, as well as for the Obligee herein; then

this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

THE SAID Surety hereby stipulates and agrees that no modification, omissions or additions, in or to the terms of said contract or in or to the plans and specifications therefore shall in any way affect the obligations of said Surety on this bond, and it does hereby waive notice of any such modifications, omissions or additions to the terms of the contract or to the work or to the specifications.

SIGNED AND SEALED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Attorney-In-Fact

\_\_\_\_\_  
Surety Agents Address:

\_\_\_\_\_

**END OF SECTION**

**SECTION 00620**

**PAYMENT BOND**

Know all men by these presents, that we, \_\_\_\_\_, as PRINCIPAL, and \_\_\_\_\_, as sureties are held and firmly bound unto the **Village of Green Springs**, its certain attorney, successors, or assigns (hereinafter called the OBLIGEE) in the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) lawful money of the United State, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally firmly by these presents:

WHEREAS, said PRINCIPAL has entered into a certain contract with said OBLIGEE, dated \_\_\_\_\_ 20 \_\_, hereinafter called the Contract) for **Sewer Separation Improvements Phase II B Sewer Relining** which contract and the specifications for said Work shall be deemed a part thereof as fully as if set out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if said PRINCIPAL and all subcontractors to whom any portion of the work provided for in said contract is sublet and all assignees of said PRINCIPAL and of such subcontractors shall promptly make payment for all material furnished, labor supplied or performed, rental for equipment employed, and services rendered by public utilities in or in connection with the prosecution of the work, whether or not the said material, labor, equipment, or services enter into and become component parts of the work or improvement contemplated in said contract, of in any amendment or extension of or addition to said Contract, then the above obligation shall be void; otherwise to remain in full force and effect, PROVIDED, however, that this bond is subject to the following conditions and limitations:

- (a) All persons who have performed labor, rendered services or furnished materials or machinery, shall have a direct right of action against the PRINCIPAL and surety on this bond, which right of action shall be asserted in proceedings instituted in the State in which labor was performed, services rendered of materials furnished under said contract in more than one state, then in any such state). Insofar as permitted by laws of such state, such right of action shall be asserted in a proceeding instituted in the name of the OBLIGEE to the right and benefit of the person instituting such action and any or all other persons having claims hereunder, and any other person having a claim hereunder shall have the right to be made a party to such proceedings (but not later than 2 years after the complete performance of said Contract and final settlement thereof) and to have such claim adjudicated in such action and judgment rendered thereon.
- (b) The surety shall not be liable hereunder for any damages or compensation recoverable under any workmen's compensation or employer's liability statute.
- (c) In no event shall the surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or preceding thereon that is instituted later than 2 years after the complete performance of said Contract and final settlement thereof.
- (d) As used herein: The term "person" refers to any individual, firm or corporation who have furnished materials or machinery or public utility services to be used on or incorporated in the work or the prosecution thereof provided for in said Contract or in any amendment or extension of or addition to said Contract, and/or to any person engaged in the prosecution of the work provided for in said Contract of in any amendment or extension of or addition to said Contract who is an agent, servant or employee of the PRINCIPAL or of any subcontractor, or of any assignee of said PRINCIPAL, or any subcontractor, or any assignee of said principal or of said subcontractor, and such labor or mechanic, but shall not include office employees not regularly stationed at the site of the work.

The said surety, for value received, hereby stipulates and agrees that no charge, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder or the Specifications accompanying the same, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time alteration of addition to the terms of the Contract or to the work or to the Specifications.

SIGNED, SEALED AND DELIVERED IN \_\_\_\_\_ ORIGINAL COUNTERPARTS THIS \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

(Individual Principals sign here)

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_ (SEAL)

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_ (SEAL)

Attest:

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

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

Attest:

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

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

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_ (SEAL)

(Corporate Principal sign here)

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_ (SEAL)

(Surety Sign Here)

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_ (SEAL)

The rate of premium charges is \$ \_\_\_\_\_ per thousand.

The total amount of the premium charged \$ \_\_\_\_\_.

(The above must be filled in by the Corporate Surety.)

It is hereby further stipulated and agreed that if the Principal is a non-Pennsylvania corporation, neither Principal nor the Surety shall be discharged from liability on this bond, nor the bond surrendered, until such Principal files with the obligee a certificate from the Pennsylvania Department of Revenue evidencing the payment in full of all taxes, penalties and interest, and a certificate from the Bureau of Department of Labor and Industry evidencing the payment of all unemployment compensation contributions, penalties and interest due the Commonwealth of Pennsylvania from the said Principal, or for which liability has accrued, but the time for payment has not arrived as required by the Act of June 10, 1947, P.L. 493, 8 P.S. Sec. 23 amended.

NOTE: Date of Bond must not be prior to date of NOTICE OF AWARD. If CONTRACTOR is Partnership, all partners should execute Bond.

**Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 70 as amended) and be authorized to transact business in the State where the Project is located.**

END OF SECTION

**SECTION 00630**

WORKERS' COMPENSATION CERTIFICATION

The undersigned CONTRACTOR, \_\_\_\_\_, being duly sworn according to law deposes and accepts the provisions of Workers Compensation for the State of Ohio, with its supplements and amendments, and provides insured liability thereunder in accordance with the terms of said Act with

\_\_\_\_\_  
(Name of Insurance Company, with Policy Number)

Date \_\_\_\_\_, 20 \_\_\_\_

\_\_\_\_\_  
(Signature of Contractor's Representative)

\_\_\_\_\_  
(Printed Name of Representative)

\_\_\_\_\_  
(Title of Contractor's Representative)

**END OF SECTION**

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**SECTION 00635**

CERTIFICATE OF FISCAL OFFICER

I, Regina Harger, duly appointed and acting Clerk/Treasurer of the ***Village of Green Springs***, do hereby certify that a copy of the foregoing CONTRACT has been received by me from the Auditor of the ***Village of Green Springs*** and that I hereby certify that the amount of \_\_\_\_\_ (\$ \_\_\_\_\_) required to meet the payment of this CONTRACT has been lawfully appropriated or authorized or directed for such purpose of complying with the terms and conditions of the foregoing CONTRACT, and is on deposit or in the process of collection to the credit of the appropriate fund and the same is free from any previous encumbrances.

WITNESS MY HAND this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_.  
(Day) (Month) (Year)

\_\_\_\_\_  
Regina Harger

\_\_\_\_\_  
Regina Harger  
(Printed Name of Clerk/Treasurer)

**END OF SECTION**

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**SECTION 00640**

CERTIFICATE OF LEGAL COUNSEL

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, I, Anne Lange-Devine, Solicitor  
(Month) (Year)  
of VILLAGE OF GREEN SPRINGS do hereby approve the foregoing CONTRACT with  
\_\_\_\_\_ as to form.  
(Contractor)

\_\_\_\_\_  
(Anne Lange- Devine)

Anne Lange-Devine  
\_\_\_\_\_  
(Printed Name of Solicitor)

END OF SECTION

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## OWNER'S NOTICE OF COMMENCEMENT

State of Ohio, )  
 ) ss.  
County of Seneca )

NOTICE OF COMMENCEMENT  
00645-1

following representative of the Public Authority: Theodore Rutherford Mayor at  
Name Title  
120 Catherine Street, Green Springs, Ohio 44836.  
Address

FURTHER AFFIANT SAYETH NAUGHT.

\_\_\_\_\_  
Signature

SWORN TO BEFORE ME and subscribed in my presence this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

[SEAL]

**SECTION 00650**

**ONE-YEAR GUARANTEE**

Contractor shall guarantee all work, labor, materials, and equipment provided for a period of one year from the date that final payment is due. The following shall be completed as part of the project closeout process.

Project: Sewer Separation Improvements Phase II B Sewer Relining

Owner: Village of Green Springs

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

Contractor Address: \_\_\_\_\_

Project Manager: \_\_\_\_\_

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

Contract Start \_\_\_\_\_

Contract Completion Date: \_\_\_\_\_

One-Year Guarantee  
Start Date: \_\_\_\_\_ (Date of Contract Completion Certificate)

One-Year Guarantee  
Completion Date: \_\_\_\_\_

The undersigned hereby guarantees all material and labor for work performed for a period of one (1) year from the date of the final completion certificate by the Owner, ***Village of Green Springs*** or its representative and acceptance of the property owner(s). All available manufacturers' warranties and suppliers' guarantees covering materials and equipment, under subject contract are attached. This guarantee shall include all labor, equipment, materials, or other items required to correct defects or deficiencies in the work provided. The contractor will not, however, guarantee any damage caused by improper use, extremely heavy wear, vandalism, or "Acts of God" such as high winds, extremely heavy snow storms, ice storms or flooding if the specifications or design criteria was exceeded.

The undersigned hereby certifies that all work required under this contract has been performed in accordance with terms thereof. The undersigned further certifies that all payments due for materials, supplies, equipment; and all payments due to sub-contractors, laborers or mechanics for subject work, have been made or will be made within fifteen (15) days of receipt of requested final payment.

Upon receipt of final payment, the undersigned does hereby release the property owner(s) and the Owner, ***Village of Green Springs*** from any and all claims which may arise under or by virtue of this contract.

\_\_\_\_\_  
Contractor (Company Name)

\_\_\_\_\_  
Signature and Title of Officer, Partner or Individual

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

**END OF SECTION**

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SECTION 00655

DELINQUENT PERSONAL PROPERTY STATEMENT

Name of Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

Having been awarded a contract by **Village of Green Springs, Ohio**, hereby affirms under oath, pursuant to the Ohio Revised Code Section 5719.042 (see Section 00610-2) that at the time this bid was submitted, my company (was) (was not) charged with delinquent personal property taxes on the general tax list of personal property for **Seneca County, Ohio**. If such charge for delinquent personal property tax exists on the general tax list of personal property of **Seneca County, Ohio** the amount of such due and unpaid delinquent taxes, including due and unpaid penalties and interest shall be set forth below.

A copy of this statement shall be transmitted by the Bidder to the county treasurer within thirty days of the date it is submitted. A copy of this statement shall also be incorporated into the contract made between the

\_\_\_\_\_  
*(Name of Owner)* and \_\_\_\_\_  
*(Name of Bidder)*

and no payment with respect to any contract shall be made unless such a statement has been so incorporated as a part thereof.

Delinquent Personal Property Tax: \$ \_\_\_\_\_

Penalties: \$ \_\_\_\_\_

Interest: \$ \_\_\_\_\_

Bidder: \_\_\_\_\_

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

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

Subscribed in my presence, and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Notary Public

SEAL

Ohio Revised Code Section 5791.042

5791.042 Successful bidders on contract with a taxing district to disclose any delinquent personal property taxes.

After the award by a taxing district of any contract let by competitive bid and prior to that time the contract is entered into, the person making a bid shall submit to the district's fiscal officer a statement affirmed under oath that the person with whom the contract is to be made was not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which the taxing district has territory or that such person was charged with delinquent personal property taxes on any such tax list, in which case the statement shall also set for the amount of such due and unpaid delinquent taxes and any due and unpaid penalties and interest thereon. If the statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the fiscal officer to the county treasurer within thirty days of the date it is submitted.

A copy of the statement shall also be incorporated into the contract, and no payment shall be made with respect to any contract to which this section applies unless such statement has been so incorporated as a part thereof.

HISTORY: 1982 H 379, eff. 9-21-82

CROSS REFERENCES

See Baldwin's Ohio School Law, Text 105.07

**END OF SECTION**



**SECTION 00680**

**NOTICE OF AWARD**

EFFECTIVE DATE \_\_\_\_\_ 20\_\_\_\_

TO: \_\_\_\_\_  
[BIDDER]

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PROJECT: Sewer Separation Improvements Phase II B Sewer Relining

CONTRACT FOR: Village of Green Springs

You are hereby notified that your Bid dated \_\_\_\_\_, 20\_\_\_\_ for the above Contract has been considered. You are the apparent successful bidder and have been awarded a contract for the above named project.

The Bid Price of your contract is \$ \_\_\_\_\_

Six (6) copies of each of the proposed Contract Documents accompany this Notice of Award. Three sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within 14 days of the Effective Date of this Notice of Award.

1. You must deliver to the Owner six (6) fully executed counterparts of the Agreement, including all the Contract Documents.
2. You must deliver with the executed Agreement, the Payment and Performance Bonds and the Insurance Certificate as specified in the Instructions to Bidders, The General Conditions (Article 5), and the Supplementary Conditions.

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

Within 10 days after you comply with the foregoing conditions, the Owner will return to you one fully signed counterpart of the Agreement with the Contract Documents attached.

OWNER: ***Village of Green Springs***

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

Title: Mayor

Copy to Engineer by Certified Mail

\_\_\_\_\_ Return Receipt Requested

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE OF AWARD is hereby acknowledged by \_\_\_\_\_,  
this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_. (Bidder)

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

Title \_\_\_\_\_

END OF SECTION

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**SECTION 00681**

**NOTICE TO PROCEED**

EFFECTIVE DATE \_\_\_\_\_ 20 \_\_\_\_

To: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Project Title: Sewer Separation Improvements Phase II B Sewer Relining

Contract for: Village of Green Springs, Ohio

You are hereby notified that the Contract Time under the above Contract will commence to run on the Effective Date of this Notice to Proceed. By that date, you are to start performing your obligations under the Contract Documents, in accordance with the provisions in Section 3.1 of the Contract Agreement.

The Time or Date of Final Completion is \_\_\_\_\_ on \_\_\_\_\_, 20 \_\_\_\_, which is \_\_\_\_\_ calendar days after the Effective Date of this Notice to Proceed.

Section 3.2 of the Contract Agreement provides for an assessment of liquidated damages for each calendar day after the above-established contract completion date that the Work remains incomplete.

Before starting any Work at the site, Paragraph 2.5 of the General Conditions provides that the Contractor must study the Contract Documents and verify figures and field dimensions, and must report any observed errors or discrepancies.

Also, before starting any Work at the site, Contractor must:

1. Submit to the Engineer the Proposed Schedule called for in Section 01300 Submittals.

***VILLAGE OF GREEN SPRINGS***

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

Title: Mayor

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by

\_\_\_\_\_, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
(month) (year)

Bidder \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Copy to Engineer (Use Certified Mail, Return Receipt Requested)

END OF SECTION

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## CONTRACTOR'S PAY REQUEST

OWNER:	APPLICATION NO.: _____ WORK COMPLETED TO: _____ JOB NUMBER: _____
CONTRACTOR:	ENGINEER: <b>GGJ., INC.</b> <b>35585 Curtis Boulevard, Unit C</b> <b>Eastlake, Ohio 44836</b>
PROJECT: _____	

1 ORIGINAL CONTRACT PRICE	_____
2 APPROVED CHANGE ORDERS	_____
3 CURRENT CONTRACT PRICE (Line 1 + 2)	_____
4 CONTRACT COMPLETED TO DATE	_____
5 CHANGE ORDER COMPLETED TO DATE	_____
6 STORED MATERIAL	_____
7 TOTAL COMPLETED TO DATE (Line 4 + 5 +6)	_____
8 RETAINAGE	
a. 10% of completed work	_____
b. 10% of stored work	_____
Total Retainage (Line 8a + 8b)	_____
9 TOTAL EARNED LESS RETAINAGE (Line 7 less Line 8 total)	_____
10 LESS PREVIOUS PAYMENTS (Line 9 from prior certificate)	_____
11 CURRENT PAYMENT DUE	_____

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

### CONTRACTOR:

CONTRACTOR'S CERTIFICATE: I hereby certify that the above materials and services have been furnished and performed in accordance with the conditions of the contract for the above work, and that payment has not been received and therefore is due and to be paid on said contract

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

### ENGINEER: **GGJ., INC.**

ENGINEER'S CERTIFICATE FOR PAYMENT: In accordance with the Contract Documents based on on-site observations and the data comprising the above application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

### OWNER:

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

## APPLICATION FOR PAYMENT UNIT PRICE BREAKDOWN

**Cut Off Date:**  
**Pay Request No.:**

[illegible]

**CHANGE ORDER****No.**

<b>PROJECT:</b> Sewer Separation Improvements Phase II B Sewer Relining		<b>GGJ NO.</b>	10-003 (003)
<b>DATE OF ISSUANCE:</b>		<b>EFFECTIVE DATE:</b>	

<b>OWNER:</b>	Village of Green Springs	<b>OWNER's CONTRACT NO.</b>	
<b>CONTRACTOR</b>		<b>ENGINEER:</b>	GGJ, Inc. 35585 Curtis Blvd., Unit C Eastlake, Ohio 44095

**You are directed to make the following changes in the Contract Documents:**

**Description:**

**Reason for change Order:**

**Attachments:**

<b>CHANGE IN CONTRACT PRICE:</b>	<b>CHANGE IN CONTRACT TIMES:</b>	
<b>Original Contract Price:</b>	<b>Original Contract Times:</b>	<i>(days or dates)</i>
	Substantial Completion:	
	Ready for Final Payment:	

<b>Net changes from previous Change Orders No. ___ to No. ___</b>	<b>Net changes from previous Change Orders No. ___ to No. ___</b>

<b>Contract Price prior to this Change Order:</b>	<b>Contract Times prior to this Change Order:</b>	
	Substantial Completion:	
	Ready for Final Payment:	

<b>Net Increase (Decrease) of this Change Order:</b>	<b>Net Increase (Decrease) of this Change Order: <i>(days)</i></b>

<b>Contract Price with all approved Change Orders:</b>	<b>Contract Times with all approved Change Orders:</b>	
	Substantial Completion: <i>Days or dates</i>	
	Ready for final payment: <i>Days or dates</i>	

<b>RECOMMENDED:</b>	<b>APPROVED:</b>	<b>ACCEPTED:</b>
By:	By:	By:
GGJ, Inc.	<i>Owner (Authorized Signature)</i>	<i>Contractor (Authorized Signature)</i>
Date:	Date:	Date:

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CERTIFICATE OF SUBSTANTIAL COMPLETION

---

**SEWER SEPARATION IMPROVEMENTS PHASE II B SEWER RELINING**

DATE OF ISSUANCE \_\_\_\_\_

OWNER Village of Green Springs

OWNER'S CONTRACT NO. \_\_\_\_\_

CONTRACTOR \_\_\_\_\_ ENGINEER \_\_\_\_\_

---

This Certificate of Substantial Completion applies to all Work under the Contract Documents or to the following specified parts thereof:

TO Village of Green Springs  
OWNER

AND TO \_\_\_\_\_  
CONTRACTOR

---

The Work to which this Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR and ENGINEER, and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on

\_\_\_\_\_  
DATE OF SUBSTANTIAL COMPLETION

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by CONTRACTOR within \_\_\_\_\_ days of the above date of Substantial Completion.

EJCDC No. 1910-8-D (1990 Edition)

Prepared by the engineers Joint Contract Documents Committee and endorsed by the Associated General Contractors of America.

END OF SECTION

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PARTIAL WAIVER OF LIEN

To All Whom It May Concern:

WHEREAS, the undersigned has been employed by (A) \_\_\_\_\_

to furnish labor and materials for (B) \_\_\_\_\_

under a contract (C) \_\_\_\_\_

for the improvement of the premises described as (D) \_\_\_\_\_

in the \_\_\_\_\_ (City-Village) of \_\_\_\_\_

County of \_\_\_\_\_, State of \_\_\_\_\_

of which \_\_\_\_\_

\_\_\_\_\_ is the Owner.

NOW, THEREFORE, this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

for and in consideration of the sum of (E) \_\_\_\_\_

Dollars paid simultaneously herewith, the receipt whereof is hereby acknowledged by the undersigned, the undersigned does hereby waive and release to the extent only of the aforesaid amount, any lien rights to, or claim of lien with respect to and on said above-described premises, and the improvements thereon, and on the monies or other considerations due or to become due from the owner, by virtue of said contract, on account of labor, services, materials, fixtures, apparatus or machinery furnished by the undersigned to or for the above-described premises, but only to the extent of the payment aforesaid.

(F) \_\_\_\_\_ (SEAL)  
(Name of sole ownership, corporation or partnership)

**(Affix Corporate  
Seal Here)**

\_\_\_\_\_ (SEAL)  
(Signature of Authorized Representative)

\_\_\_\_\_ TITLE

**INSTRUCTIONS FOR PARTIAL WAIVER:**

- A) Name person or firm with whom you agreed to furnish either labor, or services, or materials, or both.
- B) Fill in nature and extent of work; strike the word labor or the word materials if not in your contract.
- C) If you have more than one contract on the same premises, describe the contract by number if available, date and extent of work.
- D) Furnish an accurate enough description of the improvements and location of the premises so that it can be distinguished from any other property.
- E) Amount shown should be the amount actually received on that date.
- F) If waiver is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate himself as partner.
- G) To be prepared and submitted with each estimate; preparation to be by Prime, Sub-Contractors, and Suppliers that are included in the estimate.

Construction Industry Affairs Committee of Chicago

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FINAL WAIVER OF LIEN

To All Whom It May Concern:

WHEREAS, the undersigned has been employed by (A) \_\_\_\_\_

to furnish labor and materials for (B) \_\_\_\_\_

under a contract (C) \_\_\_\_\_

for the improvement of the premises described as (D) \_\_\_\_\_

in the \_\_\_\_\_ (City-Village) of \_\_\_\_\_

County of \_\_\_\_\_, State of \_\_\_\_\_

of which \_\_\_\_\_

\_\_\_\_\_ is the Owner.

NOW, THEREFORE, this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

for and in consideration of the sum of (E) \_\_\_\_\_ Dollars paid simultaneously herewith, the receipt whereof is hereby acknowledged by the undersigned, the undersigned does hereby waive and release any lien rights to, or claim of lien with respect to and on said above-described premises, and the improvements thereon, and on the monies or other considerations due or to become due from the owner, on account of labor, services, materials, fixtures, apparatus or machinery heretofore or which may hereafter be furnished by the undersigned to or for the above-described premises by virtue of said contract.

(F) \_\_\_\_\_ (SEAL)  
(Name of sole ownership, corporation or partnership)

**(Affix Corporate  
Seal Here)**

\_\_\_\_\_ (SEAL)  
(Signature of Authorized Representative)

\_\_\_\_\_ TITLE

**INSTRUCTIONS FOR FINAL WAIVER:**

- (A) Name person or firm with whom you agreed to furnish either labor, or services, or materials, or both.
- (B) Fill in nature and extent of work; strike the word labor or the word materials if not in your contract.
- (C) If you have more than one contract on the same premises, describe the contract by number if available, date and extent of work.
- (D) Furnish an accurate enough description of the improvements and location of the premises so that it can be distinguished from any other property.
- (E) Amount shown should be the amount actually received and equal to total amount of contract as adjusted.
- (F) If waiver is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate himself as partner.

Construction Industry Affairs Committee of Chicago

**END OF SECTION**

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# **SECTION 00700**





**STANDARD  
GENERAL CONDITIONS  
OF THE  
CONSTRUCTION CONTRACT**

Prepared by  
Engineers Joint Contract Documents Committee  
And  
Issued and Published Jointly By

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE  
A Practice division of the  
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

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AMERICAN CONSULTING ENGINEERS COUNCIL

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AMERICAN SOCIETY OF CIVIL ENGINEERS

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CONSTRUCTION SPECIFICATIONS INSTITUTE

This document has been approved and endorsed by

The Associated General

Contractors of America

These General Conditions have been prepared for use with the Owner-Contractor Agreements (No. 1910-A-1 or 1910-8-A-2) (1990 Editions). Their provisions are interrelated and a change in one may necessitate a change in the others. Comments concerning their usage are contained in the Commentary on Agreements for Engineering Services and Contract Documents (No. 1910-9) (1986 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (No. 1910-17) (1990 Edition). When bidding is involved, the Standard Form of Instructions to Bidders (No. 1910-12) (1990 Edition) may be used.

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# GENERAL CONDITIONS

## ARTICLE 1 – DEFINITIONS

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Wherever used in these General Conditions or in the other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

1.1 *Addenda*—Written or graphic instruments issued prior to the opening of Bids, which clarify, correct or change the Bidding Requirements or the Contract Documents.

1.2 *Agreement*—The written contract between OWNER and CONTRACTOR covering the Work to be performed: other Contract Documents are attached to the Agreement and made a part thereof as provided therein.

1.3 *Application for Payment*—The form accepted by ENGINEER which is to be used by CONTRACTOR in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

1.4 *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

1.5 *Bid*—The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

1.6 *Bidding Documents*—The advertisement or invitation to Bid, instructions to bidders, the Bid form, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

1.7 *Bidding Requirements*—The advertisement of invitation to Bid, instructions to bidders and the Bid Form.

1.8 *Bonds*—Performance and Payment bonds and other instruments of security.

1.9 *Change Order*—A document recommended by ENGINEER, which is signed by CONTRACTOR and OWNER and authorizes an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

1.10 *Contract documents*—The Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Notice to Proceed, the Bonds, these General Conditions, the Supplementary

Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders and ENGINEER's written interpretations and clarifications issued pursuant to paragraphs 3.5, 3.6.1 and 3.6.3 on or after the Effective Date of the Agreement. Shop Drawing submittals approved pursuant to paragraphs 6.26 and 6.27 and the reports and drawings referred to in paragraphs 4.2.1.1 and 1.2.2.2 are not Contract Documents.

1.11 *Contract Price*—The moneys payable by OWNER to CONTRACTOR for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of paragraph 11.9.1 in the case of Unit Price Work).

1.12 *Contract Times*—The numbers of days or the dates stated in the Agreement: (i) to achieve Substantial Completion, and (ii) to complete the Work so that it is ready for final payment as evidenced by ENGINEER's written recommendation of final payment in accordance with paragraph 14.13.

1.13 *CONTRACTOR*—The person, firm or corporation with whom OWNER has entered into the Agreement.

1.14 *Defective*—An adjective which when notifying the word Work refers to Work that is unsatisfactory, faulty or deficient, in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment (unless responsibility for the protection thereof has been assumed by OWNER at Substantial Completion in accordance with paragraph 14.8 or 14.10).

1.15 *Drawings*—The drawings which show the scope, extent and character of the Work to be furnished and performed by CONTRACTOR and which have been prepared or approved by ENGINEER and are referred to in the Contract Documents. Shop drawings are not Drawings as so defined.

1.16 *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

1.17 *ENGINEER*—The person, firm or corporation named as such in the Agreement.

1.18 *ENGINEER's Consultant*—A person, firm or corporation having a contract with ENGINEER to furnish services as ENGINEER's independent professional associate or consultant with respect to the Project and who is identified as such in the Supplementary Condition.

1.19 *Field Order*—A written order issued by ENGINEER which orders minor changes in the Work in

accordance with paragraph 9.5 but which does not involve a change in the contract Price or the Contract Times.

1.20 *General Requirements*—Sections of Division 1 of the Specifications.

1.21 *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

1.22 *Laws and Regulations: Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes and orders of any and all governmental bodies, agencies, authorities and courts having jurisdiction.

1.23 *Liens*—Liens, charges, security interests or encumbrances upon real property or personal property.

1.24 *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

1.25 *Notice of Award*—The written notice by OWNER to the apparent successful bidder stating that upon compliance by the apparent successful bidder with the conditions precedent enumerated therein, within the time specified, OWNER will sign and deliver the Agreement.

1.26 *Notice to Proceed*—A written notice by OWNER to CONTRACTOR (with a copy to ENGINEER) fixing the date on which the Contract Times will commence to run and on which CONTRACTOR shall start to perform CONTRACTOR's obligations under the Contract Documents.

1.27 *OWNER*—The public body or authority, corporation, association, firm or person with whom CONTRACTOR has entered into the Agreement and for whom the Work is to be provided.

1.28 *Partial Utilization*—Use by OWNER of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.

1.29 *PCB's*—Polychlorinated biphenyls.

1.30 *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene and oil mixed with other non-Hazardous Wastes and crude oils.

1.31 *Project*—The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.

1.32 *Radioactive Material*—Source, special nuclear, or by-product material as defined by the Atomic Energy Act of

1954 (42 USC Section 2011 et seq.) as amended from time to time.

1.33 *Resident Project Representative*—The Authorized representative of ENGINEER who may be assigned to the site or any part thereof.

1.34 *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

1.35 *Shop Drawings*—All drawings, diagrams, illustrations, schedules and other data or information which are specifically prepared or assembled by or for CONTRACTOR and submitted by CONTRACTOR to illustrate some portion of the Work.

1.36 *Specifications*—Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

1.37 *Subcontractor*—An individual, firm or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site.

1.38 *Substantial Completion*—The Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER as evidenced by ENGINEER's definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended; or if no such certificate is issued, when the Work is complete and ready for final payment as evidenced by ENGINEER's written recommendation of final payment in accordance with paragraph 14.13. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

1.39 *Supplementary Conditions*—The part of the Contract Documents which amends or supplements these General Conditions.

1.40 *Supplier*—A manufacturer, fabricator, supplier, distributor, material man or vendor have a direct contract with CONTRACTOR or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by CONTRACTOR or any Subcontractor.

1.41 *Underground Facilities*—All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

1.42 *Unit Price Work*—Work to be paid for on the basis of unit prices.

1.43 *Work*—The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials and equipment into the construction, and performing or furnishing services and furnishing documents, all as required by the Contract Documents.

1.44 *Work Change Directive*—A written directive to CONTRACTOR, issued on or after the Effective Date of the Agreement and signed by OWNER and recommended by ENGINEER, ordering an addition, deletion or revision in the Work, or responding to differing or unforeseen physical conditions under which the Work is to be performed as provided in paragraph 4.2 or 4.3 or to emergencies under paragraph 6.23. A Work Change Directive will not change the Contract Price or the Contract times, but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times as Provided in Paragraph 10.2.

1.45 *Written Amendment*—A written amendment of the Contract Documents, signed by OWNER and CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the non-engineering or non-technical rather than strictly construction-related aspects of the Contract Documents.

## ARTICLE 2—PRELIMINARY MATTER

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### ***Delivery of Bonds:***

2.1 When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish in accordance with paragraph 5.1.

### ***Copies of Documents:***

2.2 OWNER shall furnish to CONTRACTOR up to ten copies (unless otherwise specified in the Supplementary Conditions) of the Contract Documents as are reasonable necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.

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

2.3 The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement, or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within thirty days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

### ***Starting the Work:***

2.4 CONTRACTOR shall start to perform the Work on the date when the Contract Times commence to run, but no Work shall be done at the site prior to the date on which the Contract Times commence to run.

### ***Before Starting Construction:***

2.5 Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error, ambiguity or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected thereby; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error, ambiguity or discrepancy in the Contract Documents, unless CONTRACTOR knew or reasonably should have known thereof.

2.6 Within ten days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), CONTRACTOR shall submit to ENGINEER for review:

2.6.1 A preliminary progress schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the contract Documents.

2.6.2 A preliminary schedule of Shop Drawing and Sample submittals which will list each required submittal and the times for submit, reviewing and processing such submittal.

2.6.3 A preliminary schedule of values for all of the Work which will include quantities and prices of items aggregating the Contract Price and will subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.



2.7 Before any Work at the site is started, CONTRACTOR and OWNER shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which CONTRACTOR and OWNER respectively are required to purchase and maintain in accordance with paragraphs 5.4, 5.6 and 5.7.

***Preconstruction Conference:***

2.8 Within twenty days after the Contract Times start to run, but before any Work at the site is started, a conference attended by CONTRACTOR, ENGINEER and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in paragraph 2.6, procedures for handling Shop Drawings and other submittals, processing Applications for Payment and maintaining required records.

***Initially Acceptable Schedules:***

2.9 Unless otherwise provided in the Contract Documents, at least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, ENGINEER and others as appropriate will be held to review for acceptability to ENGINEER as provided below the schedules submitted in accordance with paragraph 2.6, CONTRACTOR shall have an additional ten days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to CONTRACTOR until the schedules are submitted to and acceptable to ENGINEER as provided below. The progress schedule will be acceptable to ENGINEER as providing an orderly progression of the Work to completion within any specified Milestones and the Contract Times, but such acceptance will neither impose on ENGINEER responsibility for the sequencing, scheduling or progress of the Work nor interfere with or relieve CONTRACTOR from CONTRACTOR's full responsibility therefore, CONTRACTOR's schedule of shop Drawing and Sample submissions will be acceptable to ENGINEER as providing a workable arrangement for reviewing and processing the required submittals. CONTRACTOR's schedule of values will be acceptable to ENGINEER as to form and substance.

## **ARTICLE 3—CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE**

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***Intent:***

3.1 The Contract Documents comprise the entire agreement between OWNER and CONTRACTOR

concerning the Work. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the law of the place of the Project.

3.2 It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be furnished and performed whether or not specifically called for. When words or phrases, which have a well-known technical or construction industry or trade meaning, are used to describe Work, materials or equipment, such words or phrases shall be interpreted in accordance with that meaning. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided in paragraph 9.4.

3.3 Reference to Standards and Specifications of Technical Societies: Reporting and Resolving Discrepancies:

3.3.1 Reference to standards, specifications, manuals or codes of any technical society, organization or association, or the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard, specification, manual, code or Laws or Regulations in effect at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

3.3.2 If, during the performance of the Work, CONTRACTOR discovers any conflict, error, ambiguity or discrepancy with the Contract Documents or between the Contract Documents and any provision of any such Law or Regulation applicable to the performance of the Work or of any such standard, specification, manual or code or of any instruction of any Supplier referred to in paragraph 6.5, CONTRACTOR shall report it to ENGINEER in writing at once, and, CONTRACTOR shall not proceed with the Work affected thereby (except in an emergency as authorized by paragraph 6.23) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in paragraph 3.5 or 3.6; provided, however, that CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any such conflict, error, ambiguity or discrepancy unless CONTRACTOR knew or reasonably should have known thereof.

3.3.3 Except as otherwise specifically stated in the Contract Documents or a may be provided by amendment or supplement thereto issued by one of the methods indicated in paragraph 3.5 or 3.6, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity or

discrepancy between the provisions of the Contract Documents and:

3.3.3.1 The provisions of any such standard, specification, manual, code or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

3.3.3.2 The provisions of any such Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or regulation).

No provision of any such standard, specification manual, code or instruction shall be effective to change the duties and responsibilities of OWNER, CONTRACTOR or ENGINEER or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor shall it be effective to assign to OWNER, ENGINEER or any of ENGINEER's Consultants, agents or employees any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of paragraph 9.13 or any other provision of the Contract Documents.

3.4 Whenever in the Contract Documents the terms "as ordered", "as directed", "as require", "as allowed", "as approved" or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper" or "satisfactory" or adjectives of like effect or import are used to describe a requirement, direction, review or judgment of ENGINEER as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate, in general, the completed Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to ENGINEER any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.13 or any other provision of the Contract Documents.

#### ***Amending and Supplementing Contract Documents:***

3.5 The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:

3.5.1 A Formal Written Amendment.

3.5.2 A Change Order (pursuant to paragraph 10.4), or

3.5.3 A Work change Directive (pursuant to paragraph 10.1).

3.6 In addition, the requirements of the Contract Documents may be supplemented and minor variations and deviations in the Work may be authorized, in one or more of the following ways:

3.6.1 A Field Order (pursuant to paragraph 9.5).

3.6.2 ENGINEER's approval of a Shop Drawing or Sample (pursuant to paragraphs 6.26 and 6.27), or

3.6.3 ENGINEER's written interpretation or clarification (pursuant to paragraph 9.4).

#### ***Reuse of Documents:***

3.7 CONTRACTOR and any subcontractor or Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with OWNER (i) shall not have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER or ENGINEER's Consultant, and (ii) shall not reuse any of such Drawings, Specifications, other documents or copies on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaptation by ENGINEER.

## **ARTICLE 4—AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS**

#### ***Availability of Lands:***

4.1 OWNER shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of CONTRACTOR. Upon reasonable written request, OWNER shall furnish CONTRACTOR with a correct statement of record legal title and legal description of the lands upon which the Work is to be performed and OWNER's interest therein as necessary for giving notice of or filing a mechanic's lien against such lands in accordance with applicable Laws and Regulations. OWNER shall identify any encumbrances of restrictions not of general application but specifically related to use of lands so furnished with which CONTRACTOR will have to comply in performing the Work. Easements for permanent structures of permanent changes in existing facilities will be obtained

and paid for by OWNER, unless otherwise provided in the Contract Documents. If CONTRACTOR and OWNER are unable to agree on entitlement to or the amount or extent of any adjustments in the Contract Price or the Contract Times as a result of any delay in OWNER's furnishing these lands, rights-of-way or easements, CONTRACTOR may make a claim therefore as provided in Articles 11 and 12. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

#### 4.2 *Subsurface and Physical Conditions:*

4.2.1 *Reports and Drawings:* Reference is made to the Supplementary Conditions for identification of:

4.2.1.1 *Subsurface Conditions:* Those reports of explorations and tests of subsurface conditions at or contiguous to the site that have been utilized by ENGINEER in preparing the Contract Documents: and

4.2.1.2 *Physical Conditions:* Those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) that have been utilized by ENGINEER in preparing the Contract Documents.

4.2.2 *Limited Reliance by CONTRACTOR Authorized: Technical Data:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions, except for such reliance on such "technical data." CONTRACTOR may not rely upon or make any claim against OWNER, ENGINEER or any of ENGINEER's Consultants with respect to:

4.2.2.1 The completeness of such reports and drawings for CONTRACTOR's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto, or

4.2.2.2 Other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings, or

4.2.2.3 Any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such data, interpretations, opinions or information.

4.2.3 *Notice of Differing Subsurface or Physical Conditions:* If CONTRACTOR believes that any

subsurface or physical condition at or contiguous to the site that is uncovered or revealed either:

4.2.3.1 Is of such a nature as to establish that any "technical data" on which CONTRACTOR is entitled to rely as provided in paragraphs 4.2.1 and 4.2.2 is materially inaccurate, or

4.2.3.2 Is of such a nature as to require a change in the Contract Document, or

4.2.3.3 Differs materially from that shown or indicated in the Contract Documents, or

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

CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as permitted by paragraph 6.23), notify OWNER and ENGINEER in writing about such condition. CONTRACTOR shall not further disturb such conditions or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

4.2.4 *ENGINEER's Review:* ENGINEER will promptly review the pertinent conditions, determine the necessity of OWNER's obtaining additional exploration or tests with respect thereto and advise OWNER in writing (with a copy to CONTRACTOR) of ENGINEER's findings and conclusions.

4.2.5 *Possible Contract Documents Change:* If ENGINEER concludes that a change in the Contract Documents is required as a result of a condition that meets one or more of the categories in paragraph 4.2.3, a Work Change Directive or a Change Order Will be issued as provided in Article 10 to reflect and document the consequences of such change.

4.2.6 *Possible Price and Times Adjustments:* An equitable adjustment in the Contract Price or in the Contract Times, or both, will be allowed to the extent that the existence of such uncovered or revealed condition causes an increase or decrease in CONTRACTOR's cost of, or time, required for performance of the Work: Subject, however, to the following:

4.2.6.1 Such condition must meet any one or more of the categories described in paragraphs 4.2.3.1 through 4.2.3.4 inclusive:

4.2.6.2 A change in the Contract Documents pursuant to paragraph 4.2.5 will not be an automatic authorization or nor a condition

precedent to entitlement to any such adjustments:

4.2.6.3 With respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of paragraph 9.10 and 11.9: and

4.2.6.4 CONTRACTOR shall not be entitled to any adjustment in the Contract Price or times if:

4.2.6.4.1 CONTRACTOR knew of such conditions at the time CONTRACTOR made a final commitment to OWNER in respect of Contract Price and Contract times by the submission of a bid or becoming bound under a negotiated contract: or

4.2.6.4.2 The existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test or study of the site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for CONTRACTOR prior to CONTRACTOR's making such final commitment: or

4.2.6.4.3 CONTRACTOR failed to give the written notice within the time and as required by paragraph 4.2.3.

If OWNER and CONTRACTOR are unable to agree on entitlement to or as to the amount or length of any such equitable adjustment in the Contract Price or Contract Times, a claim may be made therefore as provided in Articles 11 and 12. However, OWNER, ENGINEER and ENGINEER's Consultants shall not be liable to CONTRACTOR for any claims, costs, losses or damages sustained by CONTRACTOR on or in connection with any other or anticipated project.

#### 4.3 *Physical Conditions—Underground Facilities:*

4.3.1 *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based on information and data furnished to OWNER or ENGINEER by the owners of such Underground Facilities or by others, unless it is otherwise expressly provided in the Supplementary Conditions:

4.3.1.1 OWNER and ENGINEER shall not be responsible for the accuracy or completeness of any such information or data; and

4.3.1.2 The cost of all of the following will be included in the Contract Price and

CONTRACTOR shall have full responsibility for: (i) reviewing and checking all such information and data, (ii) locating all Underground Facilities shown or indicated in the Contract Documents, (iii) coordination of the Work with the owners of such Underground Facilities during construction, and (iv) the safety and protection of all such Underground Facilities as provided in paragraph 6.20 and repairing any damage thereto resulting from the Work.

4.3.2 *Not shown or Indicated:* If an Underground Facility is uncovered or revealed at or contiguous to the site which was not shown or indicated in the Contract Documents, CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by paragraph 6.23), identify the owner of such Underground Facility and give written notice to that owner and to OWNER and ENGINEER. ENGINEER will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence of the Underground Facility. If ENGINEER concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued as provided in Article 10 to reflect and document such consequences. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility as provided in paragraph 6.20. CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, to the extent that they are attributable to the existence of any Underground Facility that was not shown or indicated in the Contract Documents and that CONTRACTOR did not know of and could not reasonably have been expected to be aware of or to have anticipated. If OWNER and CONTRACTOR are unable to agree on entitlement to or the amount or length of any such adjustment in Contract Price or Contract Times, CONTRACTOR may make a claim therefore as provided in Articles 11 and 12. However, OWNER, ENGINEER and ENGINEER's Consultants shall not be liable to CONTRACTOR for any claims, costs, losses or damages incurred or sustained by CONTRACTOR on or in connection with any other project or anticipated project.

#### *Reference Points:*

4.4 OWNER shall provide engineering surveys to establish reference points for construction, which in ENGINEER's judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work, shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to ENGINEER whenever any reference point is lost or destroyed or

requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocations of such reference points by professionally qualified personnel.

**4.5 Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material:**

4.5.1 OWNER shall be responsible for any Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material uncovered or revealed at the site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work and which may present a substantial danger to persons or property exposed thereto in connection with the Work at the site. OWNER shall not be responsible for any such materials brought to the site by CONTRACTOR, Subcontractor, Suppliers or anyone else for whom CONTRACTOR is responsible.

4.5.2 CONTRACTOR shall immediately: (i) stop all Work in connection with such hazardous condition and in any area affected thereby (except in an emergency as required by paragraph 6.23), and (ii) notify OWNER and ENGINEER (and thereafter confirm such notice in writing). OWNER shall promptly consult with ENGINEER concerning the necessity for OWNER to retain a qualified expert to evaluate such hazardous condition or take corrective action, if any. CONTRACTOR shall not be required to resume Work in connection with such hazardous condition or in any such affected area until after OWNER has obtained any required permits related thereto and delivered to CONTRACTOR special written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (ii) specifying any special conditions under which such Work may be resumed safely. If OWNER and CONTRACTOR cannot agree as to entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Times as a result of such Work stoppage or such special conditions under which Work is agreed by CONTRACTOR to be resumed, either party may make a claim therefore as provided in Articles 11 and 12.

4.5.3 If after receipt of such special written notice CONTRACTOR does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then OWNER may order such portion of the Work that is in connection with such hazardous condition or in such affected area to be deleted from the Work. If OWNER and CONTRACTOR cannot agree as to entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a claim therefore as provided in Articles 11 and 12. OWNER may have such deleted portion of

the Work performed by OWNER's own forces or others in accordance with Article 7.

4.5.4 To the fullest extent permitted by Laws and Regulations, OWNER shall indemnify and hold harmless CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and the officers, directors, employees, agents, other consultants and subcontractors of each and any of them from and against all claims, costs, losses and damages arising out of or resulting from such hazardous condition, provided that: (i) any such claim, cost, loss or damage is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (ii) nothing in this subparagraph 4.5.4 shall obligate OWNER to indemnify any person or entity from and against the consequences of that person's or entity's own negligence.

4.5.5 The provisions of paragraphs 4.2 and 4.3 are not intended to apply to Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material uncovered or revealed at the site.

## ARTICLE 5—BONDS AND INSURANCE

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

5.1 CONTRACTOR shall furnish Performance and Payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Supplementary Conditions. All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

5.2 If the surety on any Bond furnished by CONTRACTOR is declared a bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of paragraph 5.1, CONTRACTOR shall within ten days thereafter substitute another Bond and surety, both of which must be acceptable to OWNER.

**5.3 Licensed Sureties and Insurers; Certificates of Insurance:**

5.3.1 All Bonds and insurance required by the Contract Documents to be purchased and maintained by OWNER or CONTRACTOR shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue Bonds or insurance policies for the limits and coverage's so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the supplementary Conditions.

5.3.2 CONTRACTOR shall deliver to OWNER, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by OWNER or any other additional insured) which CONTRACTOR is required to purchase and maintain in accordance with paragraph 5.4. OWNER shall deliver to CONTRACTOR, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by CONTRACTOR or any other additional insured) which OWNER is required to purchase and maintain in accordance with paragraphs 5.6 and 5.7 hereof.

**CONTRACTOR's Liability Insurance:**

5.4 CONTRACTOR shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and furnished and as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR's performance and furnishing of the Work and CONTRACTOR's other obligations under the Contract Documents, whether it is to be performed or furnished by CONTRACTOR, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or pay anyone for whose acts any of them may be liable:

5.4.1 Claims under Worker's Compensation, disability benefits and other similar employee benefit acts:

5.4.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees:

5.4.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees:

5.4.4 Claims for damages insured by customary personal injury liability coverage which are sustained: (i) by any person as a result of an offense directly or indirectly related to the employment of such

person by CONTRACTOR, or (ii) by any other person for any other reason:

5.4.5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom and:

5.4.6 Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

The policies of insurance so required by this paragraph 5.4 to be purchased and maintained shall:

5.4.7 With respect to insurance required by paragraphs 5.4.3 through 5.4.6 inclusive, include as additional insured's (subject to any customary exclusion in respect of professional liability) OWNER, ENGINEER, ENGINEER's Consultants and any other persons or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insured's, and include coverage for the respective officers and employees of all such additional insured's:

5.4.8 Include specific coverages and be written for not less than the limits of liability provided in the Supplemental Conditions or required by Laws or regulations, whichever is greater:

5.4.9 Include completed Operations insurance:

5.4.10 Include contractual liability insurance covering CONTRACTOR's indemnity obligations under paragraphs 6.12, 6.16 and 6.31 through 6.33:

5.4.11 Contain a provision of endorsement that the coverage afforded will not be cancelled, materially changed or renewal refused until at least thirty days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured identified in the Supplemental Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the CONTRACTOR pursuant to paragraph 5.3.2 will so provide):

5.4.12 Remain in effect at least until final payment and at all times thereafter when CONTRACTOR may be correcting, removing or replacing *defective work* in accordance with paragraph 13.12 and:

5.4.13 With respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment (and CONTRACTOR shall furnish OWNER and each other additional insured identified in the Supplementary Conditions to whom a

certificate of insurance has been issued evidence satisfactory to OWNER and any such additional insured of continuation of such insurance at final payment and one year thereafter).

#### ***OWNERS's Liability Insurance:***

5.5 In addition to the insurance required to be provided by CONTRACTOR under paragraph 54. OWNER, at OWNER's option, may purchase and maintain at OWNER's expense OWNER's own liability insurance as will protect OWNER against claim which may arise from operations under the Contract Documents.

#### ***Property Insurance:***

5.6 Unless otherwise provided in the Supplementary Conditions, OWNER shall purchase and maintain property insurance upon the Work at the site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

5.6.1 Include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and any other persons or entities identified in the Supplementary Conditions, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured:

5.6.2 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 or damage to the Work, temporary buildings, false-work and Work in transit and shall insure against at least the following perils: 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 as may be specifically required by the Supplementary Conditions:

5.6.3 Include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects):

5.6.4 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;

5.6.5 Be maintained in effect until final payment is made unless otherwise agreed to in writing by OWNER, CONTRACTOR and ENGINEER with thirty days written notice to each other additional

insured to whom a certificate of insurance has been issued.

5.7 OWNER shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and any other persons or entities identified in the Supplementary Conditions, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

5.8 All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained by OWNER in accordance with paragraphs 5.6 and 5.7 will contain a provision or endorsement that the coverage afforded will not be cancelled or materially changed or renewal refused until at least thirty days' prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with paragraph 5.11.

5.9 OWNER shall not be responsible for purchasing and maintaining any property insurance to protect the interests of CONTRACTOR, Subcontractors or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount, will be borne by CONTRACTOR, Subcontractor or others suffering any such loss and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

5.10 If CONTRACTOR requests in writing that other special insurance be included in the property insurance policies provided under paragraphs 5.6 or 5.7, OWNER shall, if possible, include such insurance and the cost thereof will be charged to CONTRACTOR by appropriate Change Order or Written Amendment, prior to commencement of the Work at the site. OWNER shall in writing advise CONTRACTOR whether or not such other insurance has been procured by OWNER.

#### ***5.11 Waiver of Rights:***

5.11.1 OWNER and CONTRACTOR intend that all policies purchased in accordance with paragraphs 5.6 and 5.7 will protect OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and all other persons or entities identified in the Supplementary Conditions to be listed as insured or additional insured in such policies and will provide primary coverage for all losses and damages caused by the perils covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insured or additional insured thereunder. OWNER

and CONTRACTOR waive all rights against each other and their respective officers, directors, employees and agents for all losses and damages caused by, arising out of or resulting from any of the perils covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, ENGINEER, ENGINEER's Consultants and all other persons or entities identified in the Supplementary Conditions to be listed as insured or additional insured under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by OWNER as trustee or otherwise payable under any policy so issued.

5.11.2 In addition, OWNER waives all rights against CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and the officers, directors, employees and agents of any of them, for:

5.11.2.1 Loss due to business interruption, loss of use or other consequential loss extending beyond direct physical loss or damage to OWNER's property or the Work caused by, arising out of or resulting from fire or other peril, whether or not insured by OWNER, and:

5.11.2.2 Loss or damage to the completed Project or part thereof caused by, arising out of or resulting from fire or other insured peril covered by any property insurance maintained on the completed Project or part thereof by OWNER during partial utilization pursuant to paragraph 14.10, after substantial completion pursuant to paragraph 14.8 or after final payment pursuant to paragraph 14.13.

Any insurance policy maintained by OWNER covering any loss, damage or consequential loss referred to in this paragraph 5.11.2 shall contain provisions to the effect that in the event of payment of any such loss, damage or consequential loss, the insurers will have no rights of recovery against any of CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and the officers, directors, employees and agents of any of them.

#### ***Receipt and Application of Insurance Proceeds***

5.12 Any insured loss under the policies of insurance required by paragraphs 5.6 and 5.7 will be adjusted with OWNER and made payable to OWNER as fiduciary for the insured, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph 5.13, OWNER shall deposit in a separate account any money so received, and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the moneys so received applied on account

thereof and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.

5.13 OWNER as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within fifteen days after the occurrence of loss to OWNER's exercise of this power. If such objection be made, OWNER as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, OWNER as fiduciary shall adjust and settle the loss with insurers and, if required in writing by any party in interest, OWNER as fiduciary shall give bond for the proper performance of such duties.

#### ***Acceptance of Bonds and Insurance: Option to Replace:***

5.14 If either party (OWNER or CONTRACTOR) has any objection to the coverage afforded by or other provisions of the Bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within ten days after receipt of the certificates (or other evidence requested) required by paragraph 2.7, OWNER and CONTRACTOR shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the Bonds and insurance required or such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent Bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

#### ***Partial Utilization—Property Insurance:***

5.15 If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, such use or occupancy may be accomplished in accordance with paragraph 14.10; provided that no such use of occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be cancelled or permitted to lapse on account of any such partial use or occupancy.



## ARTICLE 6—CONTRACTOR'S RESPONSIBILITIES

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### ***Supervision and Superintendence:***

6.1 CONTRACTOR shall supervise, inspect and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of others in the design or specification of a specific means, method, technique, sequence of procedure of construction which is shown or indicated in and expressly required by the Contract Documents. CONTRACTOR shall be responsible to see that the completed Work complies accurately with the Contract Documents.

6.2 CONTRACTOR shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to OWNER and ENGINEER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications to the superintendent shall be as binding as if given to CONTRACTOR.

### ***Labor, Materials and Equipment:***

6.3 CONTRACTOR shall provide competent, suitably qualified personnel to survey, lay out and construct the Work as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the site. 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 indicated 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 without OWNER's written consent given after prior written notice to ENGINEER.

6.4 Unless otherwise specified in the General Requirements, CONTRACTOR shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.

6.5 All materials and equipment shall be of good quality and new, except as otherwise provided in the

Contract Documents. All warranties and guarantees specifically called for by the Specifications shall expressly run to the benefit of OWNER. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with instructions of the applicable Supplier, except as otherwise provided in the Contract Documents.

### ***Progress Schedule:***

6.6 CONTRACTOR shall adhere to the progress schedule established in accordance with paragraph 2.9 as it may be adjusted from time to time as provided below:

6.6.1 CONTRACTOR shall submit to ENGINEER for acceptance (to the extent indicated in paragraph 2.9) proposed adjustments in the progress schedule that will not change the Contract Times (or Milestones). Such adjustments will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

6.6.2 Proposed adjustments in the progress schedule that will change the Contract Times (or Milestones) shall be submitted in accordance with the requirements of paragraph 12.1. Such adjustments may only be made by a Change Order or Written Amendment in accordance with Article 12.

### ***6.7 Substitutes and "Or-Equal" Items:***

6.7.1 Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be accepted by ENGINEER under the following circumstances:

6.7.1.1 "Or-Equal": If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by ENGINEER as an "or-equal" item, in which case review and approval of the proposed item may, in ENGINEER's sole discretion, be accomplished without compliance with some or all of the requirements for acceptance of proposed substitute items.

6.7.1.2 *Substitute Items:* If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR does not qualify as an "or-equal" item under subparagraph 6.7.1.1, it will be considered a proposed substitute item. CONTRACTOR shall submit sufficient information as provided below to allow ENGINEER to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefore. The procedure for review by the ENGINEER will include the following as supplemented in the General Requirements and as ENGINEER may decide is appropriate under the circumstances. Requests for review of proposed substitute items of material or equipment will not be accepted by ENGINEER from anyone other than CONTRACTOR. If CONTRACTOR wishes to furnish or use a substitute item of material or equipment, CONTRACTOR shall first make written application to ENGINEER for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified and be suited to the same use as that specified. The application will state the extent, if any, to which the evaluation and acceptance of the proposed substitute will prejudice CONTRACTOR's achievement of Substantial Completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents for in the provisions of any other direct contract with OWNER for work on the Project, to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which will be considered by ENGINEER in evaluating the proposed substitute. ENGINEER may require CONTRACTOR to furnish additional data about the proposed substitute.

6.7.1.3 *CONTRACTOR's Expense:* All data to be provided by CONTRACTOR in support of any proposed "or-equal" or substitute item will be at CONTRACTOR's expense.

6.7.2 *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence of procedure of construction is shown or indicated in and expressly required by the Contract

Documents, CONTRACTOR may furnish or utilize a substitute means, method, technique, sequence or procedure of construction acceptable to ENGINEER. CONTRACTOR shall submit sufficient information to allow ENGINEER, in ENGINEER's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The procedure for review by ENGINEER will be similar to that provided in subparagraph 6.7.1.2.

6.7.3 *ENGINEER's Evaluation:* ENGINEER will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to paragraphs 6.7.1.2 and 6.7.2. ENGINEER will be the sole judge of acceptability. No "or-equal" or substitute will be ordered, installed or utilized without ENGINEER's prior written acceptance, which will be evidenced, by either a Change Order or an approved Shop Drawing. OWNER may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety with respect to any "or-equal" or substitute. ENGINEER will record time required by ENGINEER and ENGINEER's Consultants in evaluating substitutes proposed or submitted by CONTRACTOR pursuant to paragraphs 6.7.1.2 and 6.7.2 and in making changes in the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) occasioned thereby. Whether or not ENGINEER accepts a substitute item so proposed or submitted by CONTRACTOR. CONTRACTOR shall reimburse OWNER for the charges of ENGINEER and ENGINEER's Consultants for evaluating each such proposed substitute item.

6.8-6.11 *Concerning Subcontractors, Suppliers and Others:*

6.8.1 CONTRACTOR shall not employ any Subcontractor, Supplier or other person or organization (including those acceptable to OWNER and ENGINEER as indicated in paragraph 6.8.2), whether initially or as a substitute, against whom OWNER or ENGINEER may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier or other person or organization to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

6.8.2 If the Supplementary Conditions require the identify of certain Subcontractors, Suppliers or other persons or organizations (including those who are to furnish the principal items of materials or equipment) to be submitted to OWNER in advance of the specified date prior to the Effective Date of the Agreement for acceptance by OWNER and ENGINEER, and if CONTRACTOR has submitted a list thereof in accordance with the Supplementary Conditions, OWNER's or ENGINEER's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or

objection in the bidding documents or the Contract Documents) of any such Subcontractor, Supplier or other person or organization so identified may be revoked on the basis of reasonable objection after due investigation, in which case CONTRACTOR shall submit an acceptable substitute, the Contract Price will be adjusted by the difference in the cost occasioned by such substitution and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by OWNER or ENGINEER of any such Subcontractor, Supplier or other person or organization shall constitute a waiver of any right of OWNER or ENGINEER to reject *defective Work*.

6.9.1 CONTRACTOR shall be fully responsible to OWNER and ENGINEER for all acts and omissions of the Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or Indirect contract with CONTRACTOR just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor, Supplier or other person or organization any contractual relationship between OWNER or ENGINEER and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any such Subcontractor, Supplier or other person or organization except as may otherwise be required by Laws and Regulations.

6.9.2 CONTRACTOR shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR. CONTRACTOR shall require all Subcontractors, Suppliers and such other persons and organizations performing or furnishing any of the Work to communicate with the ENGINEER through CONTRACTOR.

6.10 The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

6.11 All Work performed for CONTRACTOR by a Subcontractor or Supplier will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and ENGINEER. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in paragraph 5.6 or 5.7, the agreement between the CONTRACTOR and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against OWNER, CONTRACTOR, ENGINEER,

ENGINEER's Consultants and all other additional insured for all losses and damages caused by, arising out of or resulting from any of the perils covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, CONTRACTOR will obtain the same.

#### *Patent Fees and Royalties:*

6.12 CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER or ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants and the officers, directors, employees, agents and other consultants of each and any of them from and against all claims, costs, losses and damages arising out of or resulting from any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device not specified in the Contract Documents.

#### *Permits:*

6.13 Unless otherwise provided in the Supplementary Conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement, CONTRACTOR shall pay all charges of utility owners for connections to the Work, and OWNER shall pay all charges of such utility owners for capital costs related thereto such as plant investment fees.

#### *Laws and Regulations:*

6.14.1 CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to furnishing and performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor ENGINEER shall be responsible for monitoring CONTRACTOR's compliance with any Laws or Regulations.

6.14.2 If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, CONTRACTOR shall bear all claims, costs, losses and damages caused by, arising out of or resulting therefrom; however, it shall not be CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve CONTRACTOR or CONTRACTOR's obligations under paragraph 3.3.2.

*Taxes:*

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

*Use of Premises:*

6.16 CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workers to the site and land and areas identified in and permitted by the Contract Documents and other land and areas permitted by Laws and Regulations, rights-of-way, permits and easements, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any adjacent land or areas, resulting from the performance of the Work. Should any claim be made by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law. CONTRACTOR shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultant and anyone directly or indirectly employed by any of them from and against all claims, costs, losses and damages arising out of or resulting from any claim or action, legal or equitable, brought by any such owner or occupant against OWNER, ENGINEER or any other party indemnified hereunder to the extent caused by or based upon CONTRACTOR's performance of the Work.

6.17 During the progress of the Work, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery and surplus materials. CONTRACTOR shall leave the site clean and ready for occupancy by OWNER at Substantial Completion of the Work. CONTRACTOR shall restore to original condition all property not designated for alteration by the Contract Documents.

6.18 CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

*Record Documents:*

6.19 CONTRACTOR shall maintain in a safe place at the site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Change Directives, Field Orders and written interpretations and clarifications (issued pursuant to paragraph 9.4) in good order and annotated to show all changes made during construction. These record documents together with all approved Samples and a counterpart of all approved shop Drawings will be available to ENGINEER for reference. Upon completion of the Work, these record documents, Samples and Shop Drawings will be delivered to ENGINEER for OWNER.

*Safety and Protection:*

6.20 CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

6.20.1 All persons on the Work site or who may be affected by the Work:

6.20.2 All the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and

6.20.3 Other Property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and Underground Facilities not designated for removal, relocation or replacement in the course of construction.

CONTRACTOR shall comply with all applicable Laws and Regulations of any public body having jurisdiction for safety or persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property referred to in paragraph 6.20.2 or 6.20.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings

or Specifications or to the acts or omissions of OWNER or ENGINEER or ENGINEER's Consultant or anyone employed by any of them or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR or any Subcontractor, Supplier or other person or organization directly or indirectly employed by any of them). CONTRACTOR's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.13 that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

#### *Safety Representative:*

6.21 CONTRACTOR shall designate a qualified and experienced safety representative at the site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

#### *Hazard Communication Programs:*

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

#### *Emergencies:*

6.23 In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from OWNER or ENGINEER, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give ENGINEER prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If ENGINEER determines that a change in the Contract Documents is required because of the action taken by CONTRACTOR in response to such an emergency, a Work Change Directive or Change Order will be issued to document the consequences of such action.

#### *6.24 Shop Drawings and Samples:*

6.24.1 CONTRACTOR shall submit Shop Drawings to ENGINEER for review and approval in accordance with the accepted schedule of Shop Drawings and Sample submittals (see paragraph 2.9). All submittals will be identified as ENGINEER may require and in the number of copies specified in the General Requirements. The data shown on the Shop Drawings will be complete with respect to quantities,

dimensions, specified performance and design criteria, materials and similar data to show ENGINEER the materials and equipment CONTRACTOR proposes to provide and to enable ENGINEER to review the information for the limited purposes required by paragraph 6.26.

6.24.2 CONTRACTOR shall also submit Samples to ENGINEER for review and approval in accordance with said accepted schedule of Shop Drawings and Sample submittals. Each Sample will be identified clearly as to material, supplier, pertinent data such as catalog numbers and the use for which intended and otherwise as ENGINEER may require to enable ENGINEER to review the submittal for the limited purposes required by paragraph 6.26. The numbers of each Sample to be submitted will be as specified in the Specifications.

#### *6.25 Submittal Procedures:*

6.25.1 Before submitting each Shop Drawing or Sample, CONTRACTOR shall have determined and verified:

6.25.1.1 All field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar information with respect thereto.

6.25.1.2 All materials and respect to intended use, fabrication, shipping, handling, storage, assembly and installation pertaining to the performance of the Work, and

6.25.1.3 All information relative to CONTRACTOR's sole responsibilities in respect of means, methods, techniques, sequences and procedures of construction and safety precautions and programs incident thereto.

CONTRACTOR shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the Requirements of the Work and the Contract Documents.

6.25.2 Each submittal will bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR's obligations under the Contract Documents with respect to CONTRACTOR's review and approval of that submittal.

6.25.3 At the time of each submission, CONTRACTOR shall give ENGINEER specific written notice of such variations, if any, that the Shop Drawing of Sample submitted may have from the requirements of the Contract Documents, such notice to be in a written communication separate from the submittal; and, in addition, shall cause a specific notation to be made on each Shop Drawing and Sample submitted to

ENGINEER for review and approval of each such variation.

6.26 ENGINEER will review and approve Shop Drawings and Samples in accordance with the schedule of Shop Drawings and Sample submittals accepted by ENGINEER as required by paragraph 2.9. ENGINEER's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. ENGINEER's review and approval will not extend to means, methods, techniques, sequences of procedures of construction (except where a particular means, method, technique, sequence or procedure of construction is specifically and expressly called for by the Contract Documents) or, to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. CONTRACTOR shall make corrections required by ENGINEER, and shall return the required number of corrected copies of Shop Drawings and submit as required new Samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous submittals.

6.27 ENGINEER's review and approval of Shop Drawings or Samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER's attention to each such variation at the time of submission as required by paragraph 6.25.3 and ENGINEER has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing of Sample approval; nor will any approval by ENGINEER relieve CONTRACTOR from responsibility for complying with the requirements of paragraph 6.25.1.

6.28 Where a Shop Drawing or Sample is required by the Contract Documents or the schedule of Shop Drawings and Sample submissions accepted by ENGINEER as required by paragraph 2.9, any related Work performed prior to ENGINEER's review and approval of the pertinent submittal will be at the sole expense and responsibility of CONTRACTOR.

#### *Continuing the Work:*

6.29 CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 15.5 or an OWNER and CONTRACTOR may otherwise agree in writing.

#### *6.30 CONTRACTOR's General Warranty and Guarantee:*

6.30.1 CONTRACTOR warrants and guarantees to OWNER, ENGINEER and ENGINEER's Consultants that all Work will be in accordance with the Contract Documents and will not be *defective*. CONTRACTOR's warranty and guarantee hereunder excludes defects or damage caused by:

6.30.1.1 Abuse, modification or improper maintenance or operation by persons other than CONTRACTOR, Subcontractors or Suppliers; or

6.30.1.2 Normal wear and tear under normal usage.

6.30.2 CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance Work that is not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents:

6.30.2.1 Observations by ENGINEER;

6.30.2.2 Recommendation of any progress or final payment by ENGINEER;

6.30.2.3 The issuance of a certificate of Substantial Completion or any payment by OWNER to CONTRACTOR under the Contract Documents;

6.30.2.4 Use of occupancy of the Work or any part thereof by OWNER;

6.30.2.5 Any acceptance by OWNER or any failure to do so;

6.30.2.6 Any review and approval of a shop Drawing or Sample submittal or the issuance of a notice of acceptability by ENGINEER pursuant to paragraph 14.13;

6.30.2.7 Any inspection, test or approval by others; or

6.30.2.8 Any correction or *defective* Work by OWNER.

#### *Indemnification:*

6.31 To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants and the officers, directors, employees, agents and other consultants of each and any of them from and against all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other

dispute resolution costs) caused by, arising out of or resulting from the performance of the Work, provided that any such claim, cost, loss or damage: (i) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (ii) is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any negligence or omission of a person or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such person or entity.

6.32 In any and all claims against OWNER or ENGINEER or any of their respective consultants, agents, officers, directors or employees by any employee (or the survivor of personal representative of such employee) of CONTRACTOR, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work, or anyone for whose acts any of them may be liable, the indemnifications obligation under paragraph 6.31 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR or any such Subcontractor, Supplier or other person or organization under workers' compensation acts, disability benefit acts or other employee benefit acts.

6.33 The indemnification obligations of CONTRACTOR under paragraph 6.31 shall not extend to the liability of ENGINEER and ENGINEER's Consultants, officers, directors, employees or agents caused by the professional negligence, errors or omissions of any of them.

#### *Survival of Obligations:*

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

## **ARTICLE 7—OTHER WORK**

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#### *Related Work at Site:*

7.1 OWNER may perform other work related to the Project at the site by OWNER's own forces, or let other direct contracts therefore which shall contain General Conditions similar to these, or have other work performed by utility owners. If the fact that such other work is to be

performed was not noted in the Contract Documents, then; (i) written notice thereof will be given to CONTRACTOR prior to starting any such other work, and (ii) CONTRACTOR may make a claim therefore as provide in Articles 11 and 12 if CONTRACTOR believes that such performance will involve additional expense to CONTRACTOR or requires additional time and the parties are unable to agree as to the amount or extent thereof.

7.2 CONTRACTOR shall afford each other contractor who is a party to such a direct contract and each utility owner (and OWNER, if OWNER is performing the additional work with OWNER's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly connect and coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, CONTRACTOR shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of ENGINEER and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.

7.3 If the proper execution or results of any part of CONTRACTOR's Work depends upon work performed by others under this Article 7, CONTRACTOR shall inspect such other work and promptly report to ENGINEER in writing any delays, defects or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of CONTRACTOR's Work. CONTRACTOR's failure so to report will constitute an acceptance of such other work as fit and proper for integration with CONTRACTOR's Work except for latent non-apparent defects and deficiencies in such other work.

#### *Coordination:*

7.4 If OWNER contracts with others for the performance of other work on the Project at the site, the following will be set forth in Supplementary Conditions:

7.4.1 The person, firm or corporation who will have authority and responsibility for coordination of the activities among the various prime contractors will be identified;

7.4.2 The specific matters to be covered by such authority and responsibility will be itemized; and

7.4.3 The extent of such authority and responsibilities will be provided.

Unless otherwise provided in the Supplementary Conditions, OWNER shall have sole authority and responsibility in respect of such coordination.

## ARTICLE 8-OWNER'S RESPONSIBILITIES

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8.1 Except as otherwise provided in these General Conditions, OWNER shall issue all communications to CONTRACTOR through ENGINEER.

8.2 In case of termination of the employment of ENGINEER, OWNER shall appoint an engineer against whom CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former ENGINEER.

8.3 OWNER shall furnish the data required of OWNER under the Contract Documents promptly and shall make payments to CONTRACTOR promptly when they are due as provided in paragraphs 14.4 and 14.13.

8.4 OWNER's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.1 and 4.4. Paragraph 4.2 refers to OWNER's identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions at the site and drawings of physical conditions in existing structures at or contiguous to the site that have been utilized by ENGINEER in preparing the Contract Documents.

8.5 OWNER's responsibilities in respect of purchasing and maintaining liability and property insurance are set forth in paragraphs 5.5 through 5.10.

8.6 OWNER is obligated to execute Change Orders as indicated in paragraph 10.4.

8.7 OWNER's responsibility in respect of certain inspections, tests and approvals is set forth in paragraph 13.4.

8.8 In connection with OWNER's right to stop Work or suspend Work, see paragraphs 13.10 and 15.1. Paragraph 15.2 deals with OWNER's right to terminate services of CONTRACTOR under certain circumstances.

8.9 The OWNER shall not supervise, direct or have control or authority over, nor be responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the furnishing or performance of the Work. OWNER will not be responsible for CONTRACTOR's failure to perform or furnish the Work in accordance with the Contract Documents.

8.10 OWNER's responsibility in respect of undisclosed Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Materials uncovered or revealed at the site is set forth in paragraph 4.5.

8.11 If and to the extent OWNER has agreed to furnish CONTRACTOR reasonable evidence that financial arrangements have been made to satisfy OWNER's obligations under the Contract Documents, OWNER's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

## ARTICLE 9—ENGINEER'S STATUS DURING CONSTRUCTION

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### *OWNER's Representative:*

9.1 ENGINEER will be OWNER's representative during the construction period. The duties and responsibilities and the limitations of authority of ENGINEER as OWNER's representative during construction are set forth in the Contract Documents and shall not be extended without written consent of OWNER and ENGINEER.

### *Visits to Site:*

9.2 ENGINEER will make visits to the site at intervals appropriate to the various stages of construction, as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of CONTRACTOR's executed Work. Based on information obtained during such visits and observations, ENGINEER will endeavor for the benefit of OWNER to determine, in general, if the Work is proceeding in accordance with the Contract Documents. ENGINEER will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. ENGINEER's efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and on-site observations, ENGINEER will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defective Work. ENGINEER's visits and on-site observations are subject to all the limitations on ENGINEER's authority and responsibility set forth in paragraph 9.13, and particularly, but without limitation, during or as a result of ENGINEER's on-site visits or observations of CONTRACTOR's Work ENGINEER will not supervise, direct, control or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto; or for any failure of CONTRACTOR to



comply with Laws and Regulations applicable to the furnishing or performance of the Work.

*Project Representative:*

9.3 If OWNER and ENGINEER agree, ENGINEER will furnish a Resident Project Representative to assist ENGINEER in providing more continuous observation of the Work. The responsibilities and authority and limitations thereon of any such Resident Project Representative and assistants will be as provided in paragraph 9.13 and in the Supplementary Conditions. If OWNER designates another representative or agent to represent OWNER at the site who is not ENGINEER's Consultant, agent or employee, the responsibilities and authority and limitations thereon of such other person will be as provided in the Supplementary Conditions.

*Clarifications and Interpretations:*

9.4 ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as ENGINEER may determine necessary, which shall be consistent with the intent of and reasonably inferable from Contract Documents. Such written clarifications and interpretations will be binding in OWNER and CONTRACTOR. If OWNER or CONTRACTOR believes that a written clarification or interpretation justifies an adjustment in the Contract Price or the Contract Times and the parties are unable to agree to the amount or extent thereof, if any, OWNER or CONTRACTOR may make a written claim therefore as provided in Article 11 or Article 12.

*Authorized variations In Work:*

9.5 ENGINEER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on OWNER and also on CONTRACTOR who shall perform the Work involved promptly. If OWNER or CONTRACTOR believes that a Field Order justifies an adjustment in the Contract Price of the Contract Times and the parties are unable to agree as to the amount or extent thereof, OWNER or CONTRACTOR may make a written claim therefore as provided in Article 11 or 12.

*Rejecting Defective work:*

9.6 ENGINEER will have authority to disapprove or reject Work which ENGINEER believes to be *defective*, or that ENGINEER believes will not produce a completed Project that conforms to the Contract Documents or that will

prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. ENGINEER will also have authority to require special inspection or testing of the Work as provided in paragraph 13.9, whether or not the Work is fabricated, installed or completed.

*Shop Drawings, Change Orders and Payments:*

9.7 In connection with ENGINEER's authority as to Shop Drawings and Samples, see paragraphs 6.24 through 6.28 inclusive.

9.8 In connection with ENGINEER's authority as to Change Orders, see Articles 10, 11 and 12.

9.9 In connection with ENGINEER's authority as to Applications for Payment, see Article 14.

*Determinations for Unit Prices:*

9.10 ENGINEER will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR. ENGINEER will review with CONTRACTOR the ENGINEER's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). ENGINEER's written decision thereon will be final and binding upon OWNER and CONTRACTOR, unless, within ten days after the date of any such decision, either OWNER or CONTRACTOR delivers to the other and to ENGINEER written notice of intention to appeal from ENGINEER's decision and; (i) an appeal from ENGINEER's decision is taken within the time limits and in accordance with the procedures set forth in Exhibit GC-A, "Dispute Resolution Agreement" entered into between OWNER and CONTRACTOR pursuant to Article 16, or (ii) if no such Dispute Resolution Agreement as been entered into, a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction to exercise such rights or remedies as the appealing party may have with respect to ENGINEER's decision, unless otherwise agreed in writing by OWNER and CONTRACTOR. Such appeal will not be subject to the procedures of paragraph 9.11.

*Decisions on Disputes:*

9.11 ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work and Claims under Articles 11 and 12 in respect of changes in the Contract Price or Contract Times will be referred initially to ENGINEER in writing with a request for a formal decision in accordance with this paragraph. Written notice of each such claim, dispute or other matter will be

delivered by the claimant to ENGINEER and the other party to the Agreement promptly (but in no event later than thirty days) after the start of the occurrence or event giving rise thereto, and written supporting data will be submitted to ENGINEER and the other party within sixty days after the start of such occurrence or event unless ENGINEER allows an additional period of time for the submission of additional or more accurate data in support of such claim, dispute or other matter. The opposing party shall submit any response to ENGINEER and the claimant within thirty days after receipt of the claimant's last submittal (unless ENGINEER allows additional time). ENGINEER will render a formal decision in writing within thirty days after receipt of the opposing party's submittal, if any, in accordance with this paragraph. ENGINEER's written decision of such claim, dispute or other matter will be final and binding upon OWNER and CONTRACTOR unless; (i) an appeal from ENGINEER's decision is taken within the time limits and in accordance with the Procedures set forth in EXHIBIT GC-A, "Dispute Resolution Agreement" entered into between OWNER and CONTRACTOR pursuant to Article 16, or (ii) if no such Dispute Resolution Agreement has been entered into, a written notice of intention to appeal from ENGINEER's written decision is delivered by OWNER or CONTRACTOR to the other and to ENGINEER within thirty days after the date of such decision and a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction to exercise such rights or remedies as the appealing party may have with respect to such claim, dispute or other matter in accordance with applicable Laws and Regulations within sixty days of the date of such decision, unless otherwise agreed in writing by OWNER and CONTRACTOR.

9.12 When functioning as interpreter and judge under paragraphs 9.10 and 9.11, ENGINEER will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by ENGINEER pursuant to paragraphs 9.10 or 9.11 with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.16) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such claim, dispute or other matter pursuant to Article 16.

#### **9.13 Limitations on ENGINEER's Authority and Responsibilities:**

9.13.1 Neither ENGINEER's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise or performance of any authority or responsibility by ENGINEER shall create, impose or give rise to any duty owed by ENGINEER to CONTRACTOR, any Subcontractor, any Supplier, any

other person or organization, or to any surety for or employee or agent of any of them.

9.13.2 ENGINEER will not supervise, direct, control or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the furnishing or performance of the Work. ENGINEER will not be responsible for CONTRACTOR's failure to perform or furnish the Work in accordance with the Contract Documents.

9.13.3 ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.

9.13.4 ENGINEER's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals and other documentation required to be delivered by paragraph 14.12 will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests and approvals that the results certified indicate compliance with, the Contract Documents.

9.13.5 The limitations upon authority and responsibility set forth in this paragraph 9.13 shall also apply to ENGINEER's Consultants, Resident Project Representative and assistants.

## **ARTICLE 10—CHANGES IN THE WORK**

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10.1 Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work. Such additions, deletions or revisions will be authorized by a Written Amendment, a Change Order or a Work Change Directive. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

10.2 If OWNER and CONTRACTOR are unable to agree as to the extent, if any, of an adjustment in the Contract Price or an adjustment of the Contract Times that should be allowed as a result of a Work Change Directive, a claim may be made therefore as provided in Article 11 or Article 12.

10.3 CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented as provided in paragraphs 3.5 and 3.6 except in the case of an emergency as provided in paragraph 6.23 or in the case of uncovering Work as provided in paragraph 13.9.

10.4 OWNER and CONTRACTOR shall execute appropriate Change Orders recommended by ENGINEER (or Written Amendments) covering:

10.4.1 Changes in the Work which are (i) ordered by OWNER pursuant to paragraph 10.1, (ii) required because of acceptance of *defective* Work under paragraph 13.13 or correcting *defective* Work under paragraph 13.14 or (iii) agreed to by the parties;

10.4.2 Changes in the Contract Price or Contract Times which are agreed to by the parties; and

10.4.3 Changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by ENGINEER pursuant to paragraph 9.11;

provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 6.29.

10.5 If notice of any change affecting the general scope of the Work or the provisions of the contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR's responsibility, and the amount of each applicable Bond will be adjusted accordingly.

## ARTICLE 11—CHANGE OF CONTRACT PRICE

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11.1 The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at CONTRACTOR's expense without change in the Contract Price.

11.2 The Contract Price may only be changed by a Change Order or by a Written Amendment. Any claim for an adjustment in the Contract Price shall be based on written notice delivered by the party making the claim to the other party and to ENGINEER promptly (but in no event later than thirty days) after the start of the occurrence or event giving rise to the claim and stating the general nature

of the claim. Notice of the amount of the claim with supporting data shall be delivered within sixty days after the start of such occurrence or event (unless ENGINEER allows additional time for claimant to submit additional or more accurate data in support of the claim) and shall be accompanied by claimant's written statement that the adjustment claimed covers all known amounts to which the claimant is entitled as a result of said occurrence or event. All claims for adjustment in the Contract Price shall be determined by ENGINEER in accordance with paragraph 9.11 if OWNER and CONTRACTOR cannot otherwise agree on the amount involved. No claim for an adjustment in the Contract Price will be valid if not submitted in accordance with this paragraph 11.2.

11.3 The value of any Work covered by a Change Order or of any claim for an adjustment in the Contract Price will be determined as follows:

11.3.1 Where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of paragraphs 11.9.1 through 11.9.3 inclusive);

11.3.2 Where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under paragraph 11.3.2 on the basis of the Cost of the Work (determined as provided in paragraphs 11.4 and 11.5) plus a CONTRACTOR's fee for overhead and profit (determined as provided in paragraph 11.6).

### *Cost of the Work:*

11.4 The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 11.5:

11.4.1 Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of the job classifications agreed upon by OWNER and CONTRACTOR. Such employees shall include without limitation superintendents, foremen and other personnel employed full-time at the site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work after regular working hours, on Saturday, Sunday or

legal holidays shall be included in the above to the extent authorized by OWNER.

11.4.2 Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection herewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

11.4.3 Payments made by CONTRACTOR to the Subcontractors for Work performed or furnished by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from subcontractors acceptable to OWNER and CONTRACTOR and shall deliver such bids to OWNER who will then determine, with the advice of ENGINEER, which bids, if any, will be accepted. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as CONTRACTOR's cost of the Work and fee as provided in paragraphs 11.4, 11.5, 11.6 and 11.7. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

11.4.4 Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys and accountants) employed for services specifically related to the Work.

11.4.5 Supplemental costs including the following:

11.4.5.1 The proportion of necessary transportation, travel and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the Work.

11.4.5.2 Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, off and temporary facilities at the site and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.

11.4.5.3 Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof—all

in accordance with the terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

11.4.5.4 Sales, consumer, use of similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.

11.4.5.5 Deposits lost for causes other than negligence of CONTRACTOR, any Subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

11.4.5.6 Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance of otherwise, sustained by CONTRACTOR in connection with the performance and furnishing of the Work (except losses and damages within the deductible amounts of property insurance established by OWNER in accordance with paragraph 5.9), provided they have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages and expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR's fee. If, however, any such loss or damage requires reconstruction and CONTRACTOR is placed in charge thereof, CONTRACTOR shall be paid for services a fee proportionate to that stated in paragraph 11.6.2.

11.4.5.7 The cost of utilities, fuel and sanitary facilities at the site.

11.4.5.8 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

11.4.5.9 Cost of premiums for additional Bonds and insurance required because of changes in the Work.

11.5 The term Cost of the Work shall not include any of the following:

11.5.1 Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other

personnel employed by CONTRACTOR whether at the site or in CONTRACTOR's principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 11.4.1 or specifically covered by paragraph 11.4.4—all of which are to be considered administrative costs covered by the CONTRACTOR's fee.

11.5.2 Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the site.

11.5.3 Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

11.5.4 Cost of premiums for all Bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for the cost of premiums covered by subparagraph 11.4.5.9 above).

11.5.5 Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.

Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 11.4.

11.6 The CONTRACTOR's fee allowed to CONTRACTOR for overhead and profit shall be determined as follows:

11.6.1 A mutually acceptable fixed fee; or

11.6.2 If a fixed fee is not agreed upon, a fee based on the following percentages of the various portions of the Cost of Work:

11.6.2.1 For costs incurred under paragraphs 11.4.1 and 11.4.2, the CONTRACTOR's fee shall be fifteen percent;

11.6.2.2 For costs incurred under paragraph 11.4.3, the CONTRACTOR's fee shall be five percent;

11.6.2.3 Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of paragraphs 11.4.1, 11.4.2, 11.4.3 and 11.6.2 is that the Subcontractor who actually performs or furnishes the Work, at whatever tier, will be paid a fee of fifteen percent of the costs incurred by such Subcontractor under paragraphs

11.4.1 and 11.4.2 and that any higher tier Subcontractor and CONTRACTOR will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

11.6.2.4 No fee shall be payable on the basis of costs itemized under paragraphs 11.4.4, 11.4.5 and 11.5;

11.6.2.5 The amount of credit to be allowed by CONTRACTOR to OWNER for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in CONTRACTOR's fee by an amount equal to five percent of such net decrease; and

11.6.2.6 When both additions and credits are involved in any one change, the adjustment in CONTRACTOR's fee shall be computed on the basis of the net change in accordance with paragraphs 11.6.2.1 through 11.6.2.5 inclusive.

11.7 Whenever the cost of any Work is to be determined pursuant to paragraphs 11.4 and 11.5, CONTRACTOR will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

#### *Cash Allowances:*

11.8 It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be furnished and performed for such sums as may be acceptable to OWNER and ENGINEER. CONTRACTOR agrees that:

11.8.1 The allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the site and all applicable taxes; and

11.8.2 CONTRACTOR's costs for unloading and handling on the site, labor, installation costs, overhead, profit and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances and no demand for additional payment on account of any of the foregoing will be valid.

Prior to final payment, an appropriate Change Order will be issued as recommended by ENGINEER to reflect actual amounts due CONTRACTOR on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

#### *11.9 Unit Price Work:*

11.9.1 Where the Contract Documents provide that all or part of the Work is to be Unit Price Work,

initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by ENGINEER in accordance with paragraph 9.10.

11.9.2 Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR's overhead and profit for each separately identified item.

11.9.3 OWNER or CONTRACTOR may make a claim for an adjustment in the Contract Price in accordance with Article 11 if:

11.9.3.1 The quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

11.9.3.2 There is no corresponding adjustment with respect to any other item of Work; and

11.9.3.3 If CONTRACTOR believes that CONTRACTOR is entitled to an increase in Contract Price as a result of having incurred additional expense or OWNER believes that OWNER is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

## **ARTICLE 12—CHANGE OF CONTRACT TIMES**

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12.1 The Contract Times (or Milestones) may only be changed by a Change Order or a Written Amendment. Any claim for an adjustment of the Contract Times (or Milestones) shall be based on written notice delivered by the party making the claim to the other party and to ENGINEER promptly (but in no event later than thirty days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the extent of the claim with supporting data shall be delivered within sixty days after such occurrence (unless ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Times (or Milestones) shall be determined by ENGINEER in

accordance with paragraph 9.11 if OWNER and CONTRACTOR cannot otherwise agree. No claim for an adjustment in the Contract Times (or Milestones) will be valid if not submitted in accordance with the requirements of this paragraph 12.1.

12.2 All time limits stated in the Contract Documents are of the essence of the Agreement.

12.3 Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of CONTRACTOR, the Contract Times (or Milestones) will be extended in an amount equal to the time lost due to such delay if a claim is made therefore as provided in paragraph 12.1. Delays beyond the control of CONTRACTOR shall include, but not be limited to, acts or neglect by OWNER, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions or acts of God. Delays attributable to and within the control of a subcontractor or Supplier shall be deemed to be delays within the control of CONTRACTOR.

12.4 Where CONTRACTOR is prevented from completing any part of the work within the Contract Times (or Milestones) due to delay beyond the control of both OWNER and CONTRACTOR, an extension of the Contract times (or Milestones) in an amount equal to the time lost due to such delay shall be CONTRACTOR's sole and exclusive remedy for such delay. In no event shall OWNER be liable to CONTRACTOR, any Subcontractor, any Supplier, any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from (i) delays caused by or within the control of CONTRACTOR, or (ii) delays beyond the control of both parties including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God or acts or neglect by utility owners or other contractors performing other work as contemplated by Article 7.

## **ARTICLE 13—TESTS AND INSPECTIONS: CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK**

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13.1 *Notice of Defects:* Prompt notice of all *defective* Work of which OWNER or ENGINEER has actual knowledge will be given to CONTRACTOR. All *defective* Work may be rejected, corrected or accepted as provided in this Article 13.

*Access to Work:*

13.2 OWNER, ENGINEER, ENGINEER's Consultants, other representatives and personnel of

OWNER, independent testing laboratories and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspecting and testing. CONTRACTOR shall provide them proper and safe conditions for such access and advise them of CONTRACTOR's site safety procedures and programs so that they may comply therewith as applicable.

#### *Tests and Inspections:*

13.3 CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests or approvals, and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

13.4 OWNER shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

13.4.1 For inspections, tests or approvals covered by paragraph 13.5 below;

13.4.2 That costs incurred in connection with tests or inspections conducted pursuant to paragraph 13.9 below shall be paid as provided in said paragraph 13.9; and

13.4.3 As otherwise specifically provided in the Contract Documents.

13.5 If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested or approved by an employee or other representative of such public body, CONTRACTOR shall assume full responsibility for arranging and obtaining such inspections, tests or approvals, pay all costs in connection therewith, and furnish ENGINEER the required certificates of inspection, or approval. CONTRACTOR shall also be responsible for arranging and obtain and shall pay all costs in connections with any inspections, tests or approvals required for OWNER's and ENGINEER's acceptance of materials or equipment to be incorporated in the Work, or of materials, mix designs, or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work.

13.6 If any Work (or the work of others) that is to be inspected, tested or approved is covered by CONTRACTOR without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation.

13.7 Uncovering Work as provided in paragraph 13.6 shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR's intention to cover the same and ENGINEER has not acted with reasonable promptness in response to such notice.

#### *Uncovering Work:*

13.8 If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER's observation and replaced at CONTRACTOR's expense.

13.9 If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by other. CONTRACTOR, at ENGINEER's request, shall uncover, expose or otherwise make available for observation, inspection or testing as ENGINEER may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is *defective*, CONTRACTOR shall pay all claims, costs, losses and damages caused by, arising out of or resulting from such uncovering, exposure, observation, inspection and testing and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and OWNER shall be entitled to an appropriate decrease in the Contract Price and, if the parties are unable to agree as to the amount thereof, may make a claim therefore as provided in Article 11. If, however, such Work is not found to be *defective*, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Times (or Milestones), or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement and reconstruction; and, if the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a claim therefore as provided in Articles 11 and 12.

#### *OWNER May Stop the Work:*

13.10 If the Work is *defective*, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR or any surety or other party.

#### *Correction or Removal of Defective Work:*

13.11 If required by ENGINEER, CONTRACTOR shall promptly, as directed, either correct all *defective* Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by ENGINEER, remove it from the site and replace it with Work that is not *defective*. CONTRACTOR shall pay all claims, costs, losses and damages caused by or resulting from such correction or removal (including but not limited to all costs of repair or replacement of work of others).

#### 13.12 Correction Period:

13.12.1 If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be *defective*, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions: (i) correct such *defective* Work, or, if it has been rejected by OWNER, remove it from the site and replace it with Work that is not *defective*, and (ii) satisfactorily correct or remove and replace any damage to other Work or the work of others resulting therefrom. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the *defective* Work corrected or the rejected Work removed and replaced, and all claims, costs, losses and damages caused by or resulting from such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by CONTRACTOR.

13.12.2 In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

13.12.3 Where *defective* Work (and damage to other Work resulting therefrom) has been corrected, removed or replaced under this paragraph 13.12, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

#### Acceptance of Defective Work:

13.13 If, instead of requiring correction or removal and replacement of *defective* Work, OWNER (and, prior to ENGINEER's recommendation of final payment, also ENGINEER) prefers to accept it, OWNER may do so. CONTRACTOR shall pay all claims, costs, losses and damages attributable to OWNER's evaluation of and determination to accept such *defective* Work (such costs to be approved by ENGINEER as to reasonableness). If any such acceptance occurs prior to ENGINEER's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, OWNER may make a claim therefore as provided in Article 11. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to OWNER.

#### OWNER May Correct Defective Work:

13.14 If CONTRACTOR fails within a reasonable time after written notice from ENGINEER to correct *defective* Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.11, or if CONTRACTOR fails to perform the Work in accordance with Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER, may, after seven days' written notice to CONTRACTOR, correct and remedy and such deficiency. In exercising the rights and remedies under this paragraph OWNER shall proceed expeditiously. In connection with such corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, CONTRACTOR shall allow OWNER, OWNER's representatives, agents and employees, OWNER's other contractors and ENGINEER and ENGINEER's Consultants access to the site to enable OWNER to exercise the rights and remedies under this paragraph. All claims, costs, losses and damages incurred or sustained by OWNER in exercising such rights and remedies will be charged against CONTRACTOR and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, OWNER may make a claim therefore as provided in Article 11. Such claims, costs, losses and damages will include but not be limited to all costs of repair or replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR's *defective* Work. CONTRACTOR shall not be allowed an extension of the Contract Times (or Milestones) because of any delay in the performance of the Work attributable to the exercise by OWNER of OWNER's rights and remedies hereunder.

## ARTICLE 14—PAYMENTS TO CONTRACTOR AND COMPLETION

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#### Schedule of Values:

14.1 The schedule of values established as provided in paragraph 2.9 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to ENGINEER. Progress payments on account of Unit Price Work will be based on the number of units completed.



*Application for Progress Payment:*

14.2 At least twenty days before the date established for each progress payment (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that OWNER has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect OWNER's interest therein, all of which will be satisfactory to OWNER. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

*CONTRACTOR's Warranty of Title:*

14.3 CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by an Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

*Review of Applications for Progress Payment:*

14.4 ENGINEER will, within ten days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER, or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application. Ten days after presentation of the Application for Payment to OWNER with ENGINEER's recommendation, the amount recommended will (subject to the provisions of the last sentence of paragraph 14.7) become due and when due will be paid by OWNER to CONTRACTOR.

14.5 ENGINEER's recommendation of any payment requested in an Application for Payment will constitute a representation by ENGINEER to OWNER, based on ENGINEER's on-site observations of the executed Work as an experienced and qualified design professional and on ENGINEER's review of the Application for Payment and the accompanying data and schedules, that to the best of ENGINEER's knowledge, information and belief:

14.5.1 The Work has progressed to the point indicated,

14.5.2 The quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under paragraph 9.10, and to any other qualifications stated in the recommendation), and

14.5.3 The conditions precedent to CONTRACTOR's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe the Work.

However, by recommending any such payment, ENGINEER will not thereby be deemed to have represented that: (i) exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the Work beyond the responsibilities specifically assigned to ENGINEER in the Contract Documents or (ii) that there may not be other matters or issues between the parties that might entitle CONTRACTOR to be paid additionally by OWNER or entitle OWNER to withhold payment to CONTRACTOR.

14.6 ENGINEER's recommendation of any payment, including final payment, shall not mean that ENGINEER is responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the furnishing or performance of Work, or for any failure of CONTRACTOR to perform or furnish Work in accordance with the Contract Documents.

14.7 ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER's opinion, it would be incorrect to make the representations to OWNER referred to in paragraph 14.5. ENGINEER may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:

14.7.1 The Work is *defective*, or completed Work has been damaged requiring correction or replacement,

14.7.2 The Contract Price has been reduced by Written Amendment or Change Order,

14.7.3 OWNER has been required to correct *defective* Work or complete Work in accordance with paragraph 13.14, or

14.7.4 ENGINEER has actual knowledge of the occurrence of any of the events enumerated in paragraphs 15.2.1 through 15.2.4 inclusive.

OWNER may refuse to make payment of the full amount recommended by ENGINEER because:

14.7.5 Claims have been made against OWNER on account of CONTRACTOR's performance or furnishing of the Work.

14.7.6 Liens have been filed in connection with the Work, except where CONTRACTOR has delivered a specific Bond satisfactory to OWNER to secure the satisfaction and discharge of such Liens.

14.7.7 There are other items entitling OWNER to a set-off against the amount recommended, or

14.7.8 OWNER has actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.7.1 through 14.7.3 or paragraphs 15.2.1 through 15.2.4 inclusive;

but OWNER must give CONTRACTOR immediate written notice (with a copy to ENGINEER) stating the reasons for such action and promptly pay CONTRACTOR the amount so withheld, or any adjustment thereto agreed to by OWNER and CONTRACTOR, when CONTRACTOR corrects to OWNER's satisfaction the reasons for such action.

#### *Substantial Completion:*

14.8 When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall notify OWNER and ENGINEER in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion. Within a reasonable time thereafter, OWNER, CONTRACTOR and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving the reasons therefore. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and deliver to OWNER a tentative certificate of Substantial Completion, which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have seven days after receipt of the tentative certificate during which to make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the Work is not substantially complete, ENGINEER will within fourteen days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating the reasons therefore. If, after consideration of OWNER's objections, ENGINEER considers the Work substantially complete, ENGINEER will within said fourteen days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected)

reflecting such changes from the tentative certificate as ENGINEER believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion, ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, maintenance, heat, utilities, insurance and warranties and guarantees. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform ENGINEER in writing prior to ENGINEER's issuing the definitive certificate of Substantial Completion, ENGINEER's aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

14.9 OWNER shall have the right to exclude CONTRACTOR from the Work after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

#### *Partial Utilization:*

14.10 Use by OWNER at OWNER's option of any substantially completed part of the Work which; (i) has specifically been identified in the Contract Documents, or (ii) OWNER, ENGINEER and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by OWNER for its intended purpose without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following:

14.10.1 OWNER at the time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR will certify to OWNER and ENGINEER that such part of the work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify OWNER and ENGINEER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, OWNER, CONTRACTOR and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify OWNER and CONTRACTOR in writing giving the reasons therefore. If ENGINEER considers that part of the Work to be substantially complete, the provisions of paragraphs 14.8 and 14.9 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

14.10.2 No occupancy of separate operation of part of the Work will be accomplished prior to compliance with the requirements of paragraph 5.15 in respect of property insurance.

*Final Inspection:*

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

*Final Application for Payment:*

14.12 After CONTRACTOR has completed all such corrections to the satisfaction of ENGINEER and delivered in accordance with the Contract Documents all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of other evidence of insurance required by paragraph 5.4, certificates of inspection, marked-up record documents (as provided in paragraph 6.19) and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by subparagraph 5.4.13, (ii) consent of the surety, if any, to final payment, and (iii) complete and legally effective releases or waivers (satisfactory to OWNER) of all Liens arising out of or filed in connection with the Work. In lieu of such releases or waivers of Liens and as approved by OWNER, CONTRACTOR may furnish receipts of releases in full and an affidavit of CONTRACTOR THAT: (i) the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and (ii) all payrolls, material and equipment bills and other indebtedness connected with the Work for which OWNER or OWNER's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

*Final Payment and Acceptance:*

14.13 If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, ENGINEER will, within ten days after receipt of the

final Application for Payment, indicate in writing ENGINEER's recommendation of payment and present the Application to OWNER for payment. At the same time ENGINEER will also give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.15. Otherwise, ENGINEER will return the Application to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application. Thirty days after the presentation to OWNER of the Application and accompanying documentation, in appropriate form and substance and with ENGINEER's recommendation and notice of acceptability, the amount recommended by ENGINEER will become due and will be paid by OWNER to CONTRACTOR.

14.14 If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.1, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

*Waiver of Claims:*

14.15 The making and acceptance of final payment will constitute:

14.15.1 A waiver of all claims by OWNER against CONTRACTOR, except claims arising from unsettled Liens, from *defective* Work appearing after final inspection pursuant to paragraph 14.11, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from CONTRACTOR's continuing obligations under the Contract Documents; and

14.15.2 A waiver of all claims by CONTRACTOR against OWNER other than those previously made in writing and still unsettled.

## **ARTICLE 15—SUSPENSION OF WORK AND TERMINATION**

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*OWNER May Suspend Work:*

15.1 At any time and without cause, OWNER may suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to CONTRACTOR and ENGINEER, which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if CONTRACTOR makes an approved claim therefore as provided in Articles 11 and 12.

*OWNER May Terminate:*

15.2 Upon the occurrence of any one or more of the following events:

15.2.1 If CONTRACTOR persistently fails to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.9 as adjusted from time to time pursuant to paragraph 6.6);

15.2.2 If CONTRACTOR disregards Laws or Regulations of any public body having jurisdiction;

15.2.3 If CONTRACTOR disregards the authority of ENGINEER; or

15.2.4 If CONTRACTOR otherwise violates in any substantial way any provisions of the Contract Documents;

OWNER may, after giving CONTRACTOR (and the surety, if any,) seven days' written notice and to the extent permitted by Laws and Regulations, terminate the services of CONTRACTOR, exclude CONTRACTOR from the site and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case CONTRACTOR shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract Price exceeds all claims, costs, losses and damages sustained by OWNER arising out of or resulting from completing the Work such excess will be paid to CONTRACTOR. If such claims, costs losses and damages exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such claims, costs, losses, and damages incurred by OWNER will be reviewed by ENGINEER as to their reasonableness and when so approved by ENGINEER incorporated in a Change Order, provided that when exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

15.3 Where CONTRACTOR's services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

15.4 Upon seven days' written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy of OWNER, elect to terminate the Agreement. In such case, CONTRACTOR shall be paid (without duplication of any items):

15.4.1 For completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

15.4.2 For expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

15.4.3 For all claims, costs, losses and damages incurred in settlement of terminated contracts with Subcontractors, suppliers and others; and

15.4.4 For reasonable expenses directly attributable to termination.

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

*CONTRACTOR May Stop Work or Terminate:*

15.5 If, through no act or fault of CONTRACTOR, the Work is suspended for a period of more than ninety days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within thirty days after it is submitted or OWNER fails for thirty days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven days' written notice to OWNER and ENGINEER, and provided OWNER or ENGINEER do not remedy such suspension or failure within that time, terminate the Agreement and recover from OWNER payment on the same terms as provided in paragraph 15.4. In lieu of terminating the Agreement and without prejudice to any other right or remedy, if ENGINEER has failed to act on an Application for Payment within thirty days after it is submitted, or OWNER has failed for thirty days to pay CONTRACTOR any sum finally determined to be due, CONTRACTOR may upon seven day's written notice to OWNER and ENGINEER stop the Work until payment of all such amounts due CONTRACTOR, including interest thereon. The provisions of this paragraph 15.5 are not intended to preclude CONTRACTOR from making claim

under Articles 11 and 12 for an increase in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to CONTRACTOR's stopping Work as permitted by this paragraph.

## ARTICLE 16—DISPUTE RESOLUTION

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If and to the extent that OWNER and CONTRACTOR have agreed on the method and procedure for resolving disputes between them that may arise under this Agreement, such dispute resolution method and procedure, if any, shall be as set forth in Exhibit GC-A, "Dispute Resolution Agreement," to be attached hereto and made a part hereof. If no such agreement on the method and procedure for resolving such disputes has been reached, and subject to the provisions of paragraphs 9.10, 9.11 and 9.12, OWNER and CONTRACTOR may exercise such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any dispute.

## ARTICLE 17—MISCELLANEOUS

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### *Giving Notice:*

17.1 Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

### *Computation of Times:*

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

17.2.2 A calendar day of twenty-four hours measured from midnight to the next midnight will constitute a day.

### *Notice of Claim:*

17.3 Should OWNER or CONTRACTOR suffer injury or damage to person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim will be made in writing to the other party within a reasonable time of the first observance of such injury or damage. The provisions of this paragraph 17.3 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose.

### *Cumulative Remedies:*

17.4 The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by paragraphs 6.12, 6.16, 6.30, 6.31, 6.32, 13.1, 13.12, 13.14, 14.3 and 15.2 and all of the rights and remedies available to OWNER and ENGINEER there under, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply.

### *Professional Fees and Court Costs Included:*

17.5 Whenever reference is made to "claims, costs, losses and damages," it shall include in each case, but not be limited to, all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs.

**EXHIBIT GC-A to General Conditions of  
the Agreement Between OWNER and  
CONTRACTOR Dated \_\_\_\_\_  
For use with EJCDC No. 1910-8 (1990 ed.)**

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**DISPUTE RESOLUTION AGREEMENT**

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OWNER and CONTRACTOR hereby agree that Article 16 of the General Conditions to the Agreement between OWNER and CONTRACTOR is amended to include the following agreement of the parties:

16.1 All claims, disputes and other matters in question between OWNER and CONTRACTOR arising out of or relating to the Contract documents or the breach thereof (except for claims which have been waived by the making or acceptance of final payment as provided by paragraph 14.15) will be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining, subject to the limitations of this Article 16. This agreement so to arbitrate and any other agreement of consent to arbitrate entered into in accordance herewith as provided in this Article 16 will be specifically enforceable under the prevailing law of any court having jurisdiction.

16.2 No demand for arbitration of any claim, dispute or other matter that is required to be referred to ENGINEER initially for decision in accordance with paragraph 9.11 will be made until the earlier of (a) the date on which ENGINEER has rendered a written decision or (b) the thirty-first day after the parties have presented their evidence to ENGINEER if a written decision has not been rendered by ENGINEER before that date. No demand for arbitration of any such claim, dispute or other matter will be made later than thirty days after the date on which ENGINEER has rendered a written decision in respect thereof in accordance with paragraph 9.11; and the failure to demand arbitration within said thirty days' period will result in ENGINEER's decision being final and binding upon OWNER and CONTRACTOR. If ENGINEER renders a decision after arbitration proceedings have been initiated, such decision may be entered as evidence but will not supersede the arbitration proceedings, except where the decision is acceptable to the parties concerned. No demand for arbitration of any written decision of ENGINEER rendered in accordance with paragraph 9.10 will be made later than ten days after the party making such demand has delivered written notice of intention to appeal as provided in paragraph 9.10.

16.3 Notice of the demand for arbitration will be filed in writing with the other party to the Agreement and with the American Arbitration Association, and a copy will be sent to ENGINEER for information. The demand for arbitration will be made within the thirty-day or ten-day period specified in paragraph 16.2 as applicable, and in all other cases within a reasonable time after the claim, dispute or other matter

question has arisen, and in no event shall any such demand be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

16.4 Except as provided in paragraph 16.5 below, no arbitration arising out of or relating to the Contract Documents shall include by consolidation, joinder or in any other manner any other person or entity (including ENGINEER, ENGINEER's Consultant and the officers, directors, agents, employees or consultants of any of them) who is not a part to this contract unless:

16.4.1 The inclusion of such other person or entity is necessary if complete relief is to be afforded among those who are already parties to the arbitration, and

16.4.2 Such other person or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration and which will arise in such proceedings, and

16.4.3 The written consent of the other person or entity sought to be included and of OWNER and CONTRACTOR has been obtained for such inclusion, which consent shall make specific reference to this paragraph; but no such consent shall constitute consent to arbitration of any dispute not specifically described in such consent or to arbitration with any party not specifically identified in such consent.

16.5 Notwithstanding paragraph 16.4 if a claim, dispute or other matter in question between OWNER and CONTRACTOR involves the Work of a Subcontractor, either OWNER or CONTRACTOR may join such Subcontractor as a party to the arbitration between OWNER and CONTRACTOR hereunder. CONTRACTOR shall include in all subcontracts required by paragraph 6.11 a specific provision whereby the Subcontractor consents to being joined in an arbitration between OWNER and CONTRACTOR involving the Work of such Subcontractor. Nothing in this paragraph 16.5 nor in the provision of such subcontract consenting to joinder shall create any claim, right or cause of action in favor of Subcontractor and against OWNER, ENGINEER or ENGINEER's Consultants that does not otherwise exist.

16.6 The award rendered by the arbitrators will be final, judgment may be entered upon it in any court having jurisdiction thereof, and it will not be subject to modification or appeal.

16.7 OWNER and CONTRACTOR agree that they shall first submit any and all unsettled claims, counterclaims, disputes and other matters in question between them arising out of or relating to the Contract Documents or the reach thereof ("disputes"), to mediation by The American Arbitration Association under the Construction Industry Mediation Rules of the American

Arbitration Association prior to either of them initiating against the other a demand for arbitration pursuant to paragraphs 16.1 through 16.6, unless delay in initiating arbitration would irrevocable prejudice one of the parties. The respective thirty and ten day time limits within which to files a demand for arbitration as provided in paragraphs 16.2 and 16.3 above shall be suspended with respect to a dispute submitted to mediation within those same applicable time limits and shall remain suspended until ten days after the termination of the mediation. The mediator of any dispute submitted to mediation under this Agreement shall not serve as arbitrator of such dispute unless otherwise agreed.

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1420 King Street, Alexandria, VA 22314

American Consulting Engineers Council  
1015 15th Street, N.W., Washington, DC 20005

American Society of Civil Engineers  
345 East 47th Street, New York, NY 10017

Construction Specifications Institute  
601 Madison St., Alexandria, VA 22314



**SECTION 00800****SUPPLEMENTARY CONDITIONS**

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SC-21	Overtime Payment for Engineering and Inspection	00800-08
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These Supplementary Conditions Amend or Supplement the Standard General Conditions of the Construction Contract (No. 1910-8, 1990 Edition) 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.

**SC-1      DEFINITIONS**

The terms used in these Supplementary Conditions which are defined in the Standard General Conditions of the Construction Contract (No. 1910-8, 1990 Edition) have the meanings assigned to them in the General Conditions, with the following exception. The term Contract Documents shall also include the Invitation to Bid and the Instructions to Bidders.

**SC-2.2      COPIES OF DOCUMENTS**

The OWNER shall furnish to the CONTRACTOR the number of sets of Contract Documents as stipulated in the "Instruction to Bidders".

**SC-2.3      COMMENCEMENT OF CONTRACT TIMES: NOTICE TO PROCEED**

Delete the last sentence of paragraph 2.3 of the General Conditions in its entirety and insert the following in its place:

The Contract time will commence to run on one of the following dates:

2.3.1 The day stipulated in the "Notice to Proceed".

2.3.2 If no "Notice to Proceed" is given, the thirtieth (30th) day after the "Effective Date of the Agreement".

#### SC-2.7 EXCHANGE OF INSURANCE DATA

Delete Paragraph 2.7 of the General Conditions in its entirety and insert the following in its place:

- 2.7 As an attachment to the Agreement, the successful BIDDER shall deliver to the OWNER all certificates and other evidence of insurance that are required in the General Conditions as modified by the Supplementary Conditions. Contractor shall provide the Engineer certificates to evidence that all required insurance is obtained and maintained throughout the Contract period.

#### SC-5.4 CONTRACTOR'S LIABILITY INSURANCE

The limits of liability for the insurances required by paragraph 5.4 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Law or Regulations.

- A. **Worker's Compensation:** Insurance shall be provided for all employees engaged in the Work who may come within the protection of the Workers' Compensation law, and where applicable, employer's General Liability Insurance for employees not so protected and shall require all sub-contractors to provide corresponding insurance. The Contractor shall indemnify the Owner and the Engineer against all liabilities, costs and expenses due to accidents or other occurrences covered by the Workers' Compensation law.

Under Paragraphs 5.4.1 of the General Conditions, the limits shall be not less than:

- |                          |   |
|--------------------------|---|
| 1. State of Ohio:        | Statutory   |
| 2. Employer's Liability: | \$100,000.00 Each Accident<br>\$500,000.00 Disease Policy Limit<br>\$100,000.00 Disease Each Employee |

- B. **Comprehensive General Liability:** Insurance shall be provided to cover all damages arising out of bodily injuries, including accidental death to one person and for all damages arising out of bodily injuries, including accidental death, to two or more persons in any one occurrence. Insurance shall protect against all property damage arising out of damages to or destruction of property. Coverage shall include collapse or damage to any structure, building or its contents, public or private utility, or pavement during construction and for two (2) years thereafter. Whenever work is to be done by blasting, coverage shall also include all damage of any kind whatsoever that may result from the blasting operation. Insurance shall insure Contractor and all sub-contractors.

Under Paragraphs 5.4.2 through 5.4.5 of the General Conditions:

- |   |  |
|---|--|
| 1. Bodily Injury:   |  |
|   | \$1,000,000.00 Each Occurrence                                     |
|   | \$1,000,000.00 Annual Aggregate, Products and Completed Operations |
| 2. Property Damages:  |  |
|   | \$1,000,000.00 Each Occurrence                                     |
|   | \$1,000,000.00 Annual Aggregate                                    |
| 3. Property Damage liability insurance shall provide Explosion, Collapse and Underground coverages. |  |
| 4. Personal Injury, with employment exclusion deleted   |  |
|   | \$1,000,000.00 Annual Aggregate                                    |

- C. **Comprehensive Automobile Liability:** insurance shall be provided to cover liability arising from the use and operation of motor vehicles in connection with the performance of the Contract (as customarily defined in liability insurance policies), whether they be owned, hired, or non-owned by the Contractor.

Under Paragraph 5.4.6 of the General Conditions:

1. Bodily Injury:

\$1,000,000.00	Each Person
\$1,000,000.00	Each Accident

2. Property Damages:

\$1,000,000.00	Each Occurrence
----------------	-----------------

**SC-5.5 OWNER'S & ENGINEER'S PROTECTIVE LIABILITY INSURANCE**

Delete Paragraph 5.5 of the General Conditions in its entirety and insert the following in its place:

5.5.1 The CONTRACTOR shall purchase and maintain additional liability insurance coverage for OWNER and ENGINEER. Contractor's general liability carrier shall issue a separate Protective Liability Policy covering OWNER, ENGINEER and Engineer's Consultants with the following minimum coverages:

1. Bodily Injury:

\$1,000,000.00	Each Occurrence
----------------	-----------------

2. Property Damages:

\$1,000,000.00	Each Occurrence
\$1,000,000.00	Annual Aggregate

5.5.2 Additional coverage pertaining to paragraphs 5.1 through 5.5 shall be provided by the contractor in the form of blanket protection consisting of \$1,000,000.00 umbrella compensation with general liability providing excess coverage over the limits set forth in said paragraphs.

**SC-5.6 PROPERTY INSURANCE**

Delete Paragraph 5.6 of the General Conditions in its entirety and insert the following in its place:

5.6 The CONTRACTOR shall purchase and maintain property insurance upon the Work at the site to the full insurable value thereof subject to such deductible amounts as may be required by laws and regulations. This insurance shall include the interests of OWNER, CONTRACTOR and Subcontractors in the Work, shall insure against the perils of the fire and extended coverage, shall include "all risk" insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage, and such other perils as may be provided in these Supplementary Conditions, and shall include damages, losses and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (including fees and charges of engineers, architects, attorneys and other professionals). Such fees will be subject to a deductible amount of \$1,000.00. If not covered under the "all risk" insurance or otherwise provided in these Supplementary Conditions, CONTRACTOR shall purchase and maintain similar property insurance on portions of the Work stored on and off the site or in transit when such portions of the Work are to be included in an Application for Payment. The policies of insurance required to be purchased and maintained by CONTRACTOR in accordance with Paragraphs 5.6 shall contain a provision that the coverage afforded will not be canceled or materially changed until at least thirty days' prior written notice has been given to OWNER.

**SC-5.7 BOILER, MACHINERY AND OTHER INSURANCE**

Delete Paragraph 5.7 of the General Conditions in its entirety and insert the following in its place:

5.7 The CONTRACTOR shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include interests of OWNER, CONTRACTOR, Subcontractor, ENGINEER and Engineer's Consultants in the Work, all of whom shall be listed as insured or additional insured parties.

#### **SC-5.8 INSURANCE CANCELLATION PROVISIONS**

Delete Paragraph 5.8 of the General Conditions in its entirety and insert the following in its place:

- 5.8 All the policies of insurance (or the certificates or other evidence thereof) required to be purchased and maintained by CONTRACTOR in accordance with Paragraph 5.6 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least thirty days prior written notice has been given to OWNER by certified mail and will contain waiver provisions in accordance with Paragraph 5.11.2.

#### **SC-5.10 OTHER SPECIAL INSURANCE**

Delete Paragraph 5.10 of the General Conditions in its entirety and add the following:

Railroad Protective Liability Insurance shall be provided when the Work is on railroad right-of-way to protect the railroad company against bodily injury, death, and/or property damage. Limits shall not be less than that required by the railroad company and in no case less than the following:

Bodily Injury

\$2,000,000 per occurrence

\$6,000,000 aggregate per annum

#### **SC-6 CONCERNING SUBCONTRACTORS, SUPPLIERS AND OTHERS**

Add the following language at the end of the last sentence of paragraph 6.9.1 of the General Conditions: OWNER or ENGINEER may furnish to any such Subcontractor, Supplier or other person or organization, to the extent practicable, evidence of amounts paid to CONTRACTOR in accordance with CONTRACTOR'S Applications for Payment.

Add the following language at the end of the last sentence of paragraph 6.11 of the General Conditions:

In advance of the Notice of Award, the apparent Successful Bidder, and any other Bidder(s) so requested, will, within seven days after the day of the Bid opening, submit to the OWNER a list of all Subcontractors and other persons and organizations (including those who are to furnish the principal items of material and equipment) proposed for those portions of the Work as to which such identification is so required. Such list shall be accompanied by an experience statement with pertinent information as to similar projects and other evidence of qualification for each such Subcontractor, persons and organization if requested by OWNER. If OWNER or ENGINEER after due investigation has reasonable objection to any proposed Subcontractor, other person or organization, either may, before giving the Notice of Award, request the apparent Successful Bidder to submit an acceptable substitute without an increase in Bid price. If the apparent Successful Bidder declines to make any such substitution, the contract shall not be awarded to such Bidder, but declining to make any such substitution will not constitute grounds for sacrificing the Bid Security. Any Subcontractor, other persons or organization so listed and to whom OWNER or ENGINEER does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to OWNER and ENGINEER.

#### **SC-6.13 PERMITS**

Delete Paragraph 6.13 of the General Conditions in its entirety and insert the following in its place:

- 6.13 The OWNER will procure and pay for all permits (excluding inspection fees) which may be required by the Ohio Department of Transportation. CONTRACTOR shall obtain and pay for all other construction permits and licenses. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of opening of Bids. CONTRACTOR shall pay all charges of utility service companies for connections to the Work and for all charges of such companies for capital costs related thereto.

#### **SC-6.14 LAWS AND REGULATIONS**

Regulations regarding additional applicable laws and regulations required under this contract are shown in other sections of these specifications.

#### **SC-7.4 CONSTRUCTION COORDINATOR**

The GENERAL CONSTRUCTION CONTRACTOR shall be referred to and defined as the CONSTRUCTION COORDINATOR.

Duties of the CONSTRUCTION COORDINATOR include the following:

1. Safety precautions and procedures at the site.
2. See that permits are obtained.
3. Monitoring compliance with Laws and Regulations.
4. Keeping the site clean during construction.
5. Use of temporary construction facilities.
6. Scheduling purchase and delivery times.
7. Scheduling and coordinating the work of the Prime Contractors.
8. Inspect materials and equipment as received for damage.
9. Inspect installed material and equipment for mechanical, electrical, piping and instrument connections, for correct rotation and lubrication and readiness for delivery to OWNER'S operating personnel.

#### **SC-8.2 OWNER'S RESPONSIBILITIES**

Delete Paragraph 8.2 of the General Conditions in its entirety and insert the following in its place:

- 8.2 In the case of termination of the employment of ENGINEER, OWNER shall appoint an engineer whose status under the Contract Documents shall be that of the former ENGINEER.

#### **SC-9.3 PROJECT REPRESENTATION**

The duties, responsibilities and limitations of authority of the Resident Project Representative and assistants as described in paragraph 9.3 of the General Conditions are appended and hereby made a part of these Supplementary Conditions as Appendix A.

#### **SC-11.4 & 11.6 COST OF WORK**

Delete paragraphs 11.4.1, 11.4.5.9, 11.6.2.1, 11.6.2.2, 11.6 and 11.6.2.4 of the GENERAL CONDITIONS in their entirety and insert the following in its place

- 11.4.1 Payroll costs for employees in the direct employment of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' or workmen's compensation, health and welfare pension benefits, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing Work after regular working hours, on Saturday, Sunday or legal holidays, shall be included in the above to the extent authorized by the OWNER.

The rate of wage and labor for each employee classification is to be submitted to the ENGINEER prior to beginning work. The rate of wage and labor shall be detailed to show the base hourly rate plus the fringe benefits as herein defined for payroll costs. The defined rate of wage and

Labor cost for each employee classification shall be used for all CHANGE ORDERS not covered under paragraph 11.3.1.

The rate of wage shall be the current rate of wage as determined by the State prevailing wage office.

- 11.4.5.9 Cost of premiums for additional BONDS and INSURANCES required because of changes in work shall not be included in CHANGE ORDER costs but shall be reevaluated and if required adjusted accordingly upon issuance of the certificate of substantial completion by the ENGINEER. Premiums directly relating to property insurance coverage, in accordance with paragraph 5.9, shall be evaluated and adjusted as determined by the ENGINEER for each change order.

#### **SC-11.6 CONTRACTOR'S FEE**

Delete Paragraph 11.6 in the General Conditions in its entirety and insert the following in its place:

- 11.6 The CONTRACTOR'S fee allowed to CONTRACTOR for overhead and profit shall be determined as follows:
- 11.6.1 A fee based on the following percentages of the various portions of the cost of the work:
- 11.6.1.1 For costs incurred under paragraphs 11.4.1 and 11.4.2, the CONTRACTOR'S fee shall be the percentage negotiated by the OWNER and CONTRACTOR and limited to a maximum of three and one-quarter percent (3-1/4%) profit and three and one-quarter percent (3-1/4%) for overhead and included in the Contract Agreement Form under overhead and profit percentage for Labor and Material.
- 11.6.1.2 For costs incurred under paragraph 11.4.3, the CONTRACTOR'S fee shall be the percentage negotiated by the OWNER and CONTRACTOR and limited to a maximum of five percent (5%) of the Subcontractor's cost of work and included in the Contract Agreement Form under overhead and profit percentage for Subcontractors.
- 11.6.1.3 No fee shall be payable on the basis of costs itemized under paragraphs 11.4.1 and 11.4.5.9.
- 11.6.1.4 The amount of credit to be allowed by CONTRACTOR to OWNER for any such change which results in a net decrease in cost will be the amount of the actual net decrease plus a decrease in the CONTRACTOR'S fee of the percentage negotiated by the OWNER and CONTRACTOR and included in the Contract Agreement Form.
- 11.6.1.5 When both additions and credits are involved in any one change; the adjustment in CONTRACTOR'S fee shall be completed on the basis of the net change in accordance with paragraphs 11.6.1.1 through 11.6.1.4 inclusive.

#### **SC-13.4 TESTS AND INSPECTIONS**

Delete the last sentence of Paragraph 13.4 of the General Conditions in its entirety and insert the following in its place:

The cost of all other inspections, tests and approvals required by the Contract Documents shall be paid by CONTRACTOR (unless otherwise specified).

#### **SC-14.2.1 PAYMENT FOR STORED MATERIALS**

- 14.2.1.1 Subsequent to the inclusion of a payment for delivered materials in a progress payment, CONTRACTOR shall submit to the ENGINEER no later than the next payment submission, a partial waiver of liens from each and every supplier for whom delivered materials were paid. If no such waiver is submitted prior to or along with the next payment, the ENGINEER may automatically deduct the amount of delivered materials paid commensurate with that particular item. There shall be no variance to this policy and unless the waiver is in hand, the money shall be deducted.
- 14.2.1.2 No payment for delivered materials shall be made for any items that are scheduled to be incorporated in the work within the next 30 days.
- 14.2.1.3 Delivered materials will not be paid in any given month for a total amount less than \$5,000.00.
- 14.2.1.4 Payment for delivered materials for such items as pipe backfill and roadway sub-base will not be

routinely considered.

- 14.2.2 In case the CONTRACTOR fails to comply with the terms of these specifications or fails to comply with the orders or directions of the ENGINEER herein provided for, the OWNER reserves the right, and the CONTRACTOR hereby assents to the same, to withhold the payment of any estimate that may otherwise be due, until the said terms, orders or directions are complied with to the satisfaction of the ENGINEER.
- 14.2.3 Payment shall be made in accordance with the provisions of the Ohio Revised Code as follows:
  - 14.2.3.1 Acceptable materials delivered to the site but not incorporated in the work will be paid for at ninety percent (90%) of the invoice value of same. Until the job is fifty percent (50%) completed, the contractor will be paid ninety percent (90%) of the estimated value of labor and material completed in estimated form. This ten percent (10%) retention of the first fifty percent (50%) of the job will be held by the Owner until 30 days after completion. After the job is fifty percent (50%) completed, material incorporated in the work and labor will be paid for at one-hundred percent (100%) of the estimated value of same as bid.
  - 14.2.3.2 When the work is completed to the satisfaction of the Owner, the Contractor shall be paid an amount which will bring the total payments to him up to ninety-five percent (95%) of the contract price.
  - 14.2.3.3 Estimates and payments shall be made about the twentieth day of each month unless, as provided by the Act, "When the rate of work and amounts involved are so large that it is deemed advisable by the Owner or Contractor, estimates and payments shall be made twice each month".
  - 14.2.3.4 The Act makes reference to payments of estimates "Unless the Contractor does not prosecute the work with diligence and with the force specified or intended in the contract".
  - 14.2.3.5 Upon approval of the Engineer, the five percent (5%) retainer may be reduced commensurate with partial acceptance of facilities completed and placed in operation.
  - 14.2.3.6 In case the Contractor fails to comply with the terms of these specifications or fails to comply with the orders or directions of the Engineer herein provided for, the Owner reserves the right, and the Contractor hereby assents to the same, to withhold the payment of any estimate that may otherwise be due, until the said terms, orders or directions are complied with and to the satisfaction of the Engineer.

#### **SC-14.4 REVIEW OF APPLICATION FOR PROGRESS PAYMENT**

Delete the last sentence of Paragraph 14.4 of the General Conditions in its entirety and insert the following in its place:

Thirty (30) days after presentation of Application for Payment with ENGINEER'S recommendation, the amount recommended will (subject to the provisions of the last sentence of paragraph 14.7) become due and when due will be paid by OWNER to CONTRACTOR.

#### **SC-14.8 SUBSTANTIAL COMPLETION**

- 14.8.1 The ENGINEER will conduct one (1) inspection for the Substantial Completion Certificate for each contract when requested to by the CONTRACTOR if the ENGINEER determines that certification can not be issued the CONTRACTOR will be assessed for each additional inspection.

#### **SC-14.11 FINAL INSPECTION**

- 14.11.1 The ENGINEER will conduct one (1) inspection for the final payment application review when requested to by the CONTRACTOR. If the ENGINEER determines that the contract is not complete in accordance with the approved contract documents the CONTRACTOR will be assessed for each addition inspection.

#### **SC-15 TERMINATION**

Amend the first sentence of Paragraph 15.2.9 of the General Conditions by striking out the words "seven days" and replacing with the words "ten days". As so amended Paragraph 15.2.9 remains in effect.

Amend the first sentence of Section 15.4 of the General Conditions by striking out the words "seven days" and replacing with the words "ten days". As so amended Paragraph 15.4 remains in effect.

Delete the first sentence of Section 15.5 of the General Conditions in its entirety and insert the following in its place:

If, through no act or fault of CONTRACTOR, the Work is suspended for a period of more than ninety days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within forty-five days after it is submitted, or OWNER fails for forty-five days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon ten days' written notice to OWNER and ENGINEER, terminate the Agreement and recover from OWNER payment for all Work executed and any expense sustained plus reasonable termination expenses.

**SC-18 PRICE BREAKDOWN**

Add the following paragraph under a new Article 18 entitled Price Breakdown to the General Conditions:

18.1 The CONTRACTOR shall furnish a price breakdown for the Contract itemized as required by the ENGINEER. Unless otherwise directed, the breakdown shall be in sufficient detail to permit an analysis of all material, labor, equipment, sub-contract and overhead costs as well as profit for each item in the contract and shall cover supported by similar price breakdowns.

**SC-21 OVERTIME PAYMENT FOR ENGINEERING AND INSPECTION**

Add the following paragraph under a new Article 21 entitled Overtime Payment for Engineering and Inspection to the General Conditions:

21.1 The OWNER shall charge to CONTRACTOR and may deduct from the periodical and final payment for the work all engineering and inspection expenses incurred by OWNER as a result of any overtime work. Charges for various personnel for any such overtime during the regular specified construction period beyond the regular 8 hour day for any time worked on Saturday, Sunday or any legal holiday will be as shown in the following Schedule:

<u>Personnel Class</u>	<u>Charge/Hour</u>
Officer	\$200.00
Sr. Engineer	\$110.00
Engineer II	\$100.00
Technician	\$ 90.00
Draftsman I	\$ 80.00
Draftsman II	\$ 85.00
Construction Manager	\$ 90.00
Construction Engineer	\$ 80.00
Construction Inspector I	\$ 80.00
Construction Inspector II	\$ 90.00
2 Person Survey Crew	\$150.00
3 Person Survey Crew	\$225.00

**SC-22 MOBILIZATION REQUIREMENTS**

Description

This work shall consist of the performance of construction preparatory operations, including the movement of personnel and equipment to the project site, placement of project identification signs, payment of Department of Highways Inspection Fees and cost of Railroad Protective Liability Insurance as applicable, the cost of providing a field office for the resident observer, if required, and for the establishment of the CONTRACTOR'S offices, buildings and other facilities necessary to begin work on a substantial phase of the contract.

Basis of Payment

Total Original Contract Amount,  
Including Mobilization

Total Limits for Partial Payments

More Than    To & Including



\$ 0	\$ 100,000	10 percent of total contract amount
\$ 100,000	\$ 500,000	\$10,000 plus 3 percent of total contract over \$100,000
\$ 500,000	\$ 1,500,000	\$22,000 plus 2 percent of total contract over \$500,000
\$1,500,000	More	\$42,500 plus 1 percent of total contract over \$1,500,000

Partial payments shall be as follows:

- (1) One-third (1/3) of the amount established above as the total limit for partial payment, or one-third (1/3) of the amount BID for mobilization, whichever is less, will be released to the CONTRACTOR as the first estimate, payable not less than 15 days after the start of work at the project site.
- (2) The second one-third (1/3) of the amount established above as the total limit for partial payment, or one-third (1/3) of the amount BID for mobilization, whichever is less, shall be released with the estimate payable 30 days after the first estimate.
- (3) The final one (1/3) of the amount established above as the total limit for partial payment, or one-third (1/3) of the amount BID for mobilization, whichever is less, shall be released with the estimate payable 30 days later than the estimate in which the second one-third (1/3) has been paid.

Upon completion of all work on the project, payment of any amount BID for mobilization in excess of the total limit for partial payment will be released.

Nothing herein shall be construed to limit or preclude partial payments otherwise provided for by the contract.

No deduction will be made, nor will any increase be made, in the lump sum mobilization item amount regardless of decreases or increases in the final total contract amount or for any other cause.

END OF SECTION

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DUTIES, RESPONSIBILITIES, & LIMITS OF AUTHORITYDUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY  
OF RESIDENT PROJECT REPRESENTATIVE  
(SC-9.3)**A. GENERAL**

Resident Project Representative is ENGINEER's Agent, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding his actions. Resident Project Representative's dealings in matters pertaining to the on-site Work shall in general be only with ENGINEER and CONTRACTOR. Written communication with OWNER will be only through or as directed by ENGINEER.

**B. DUTIES AND RESPONSIBILITIES**

Resident Project Representative will:

1. Schedules: Review the progress schedule, schedule of Shop Drawing submissions and schedule of values prepared by CONTRACTOR and consult with ENGINEER concerning their acceptability.
2. Liaison:
  - a. Serve as ENGINEER's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent and assist him in understanding the intent of the Contract Documents. Assist ENGINEER in serving as OWNER's liaison with CONTRACTOR when CONTRACTOR's operations affect OWNER's on-site operations.
  - b. As requested by ENGINEER, assist in obtaining from OWNER additional details or information, when required at the job site for proper execution of the Work.
4. Shop Drawings and Samples:
  - a. Receive and record date of receipt of Shop Drawings and samples, receive samples which are furnished at the site by CONTRACTOR, and notify ENGINEER of their availability for examination.
  - b. Advise ENGINEER and CONTRACTOR or its superintendent immediately of the commencement of any Work requiring a Shop Drawing or sample submission if the submission has not been approved by ENGINEER.
5. Review of Work, Rejection of Defective Work, Inspections and Tests:
  - a. Conduct on-site observations of the Work in progress to assist ENGINEER in determining if the Work is proceeding in accordance with the Contract Documents and that completed Work will conform to the Contract Documents.
  - b. Report to ENGINEER whenever he believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or does not meet the requirements of any inspections, tests or approval required to be made or has been damaged prior to final payment; and advise ENGINEER when he believes Work should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
  - c. Verify that tests, equipment and systems startups and operating and maintenance instructions are conducted as required by the Contract Documents and in presence of the required personnel, and that CONTRACTOR maintains adequate records thereof; observe, record and report to ENGINEER appropriate details relative to the test procedures and startups.
  - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the outcome of these inspections and report to ENGINEER.
6. Interpretation of Contract Documents: Transmit to CONTRACTOR ENGINEER's clarifications and interpretations of the Contract Documents.
7. Modifications: Consider and evaluate CONTRACTOR's suggestions for modifications in Drawings or Specifications and report them with recommendations to ENGINEER.

8. Records:

- a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples submissions, reproductions of original Contract Documents including all 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.
- b. Keep a diary or log book recording hours on the job site, weather conditions, data relative to questions of extras or deductions, list of visiting officials and representatives of manufacturers, fabricators, suppliers and distributors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures. Send copies to ENGINEER.
- c. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.

9. Reports:

- a. Furnish ENGINEER periodic reports as required of progress of the Work and Contractor's compliance with the approved progress schedule and schedule of Shop Drawing submissions.
- b. Consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the work.
- c. Report immediately to ENGINEER upon the occurrence of any accident.

10. Payment Requisitions: Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward them with recommendations to ENGINEER, noting particularly their relation to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.

11. 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 deliver this material to ENGINEER for his review and forwarding to OWNER prior to final acceptance of the Work.

12. Completion:

- a. Before ENGINEER issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring completion or correction.
- b. Conduct final inspection in the company of ENGINEER, OWNER and CONTRACTOR and prepare a final list of items to be completed or corrected.
- c. Verify that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

**C. LIMITATIONS OF AUTHORITY**

Except upon written instructions of ENGINEER, Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or approve any substitute materials or equipment.
2. Shall not exceed limitations on ENGINEER's authority as set forth in the Contract Documents.
3. Shall not undertake any of the responsibilities of CONTRACTOR, subcontractors or CONTRACTOR's superintendent, or expedite the Work.
4. Shall not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Contract Documents.
5. Shall not advise on or issue directions as to safety precautions and programs in connection with the Work.
6. Shall not authorize OWNER to occupy the Project in whole or in part.
7. Shall not participate in specialized field or laboratory tests.

**END OF SECTION**

**SECTION 00900**

ADDENDA

1. All Addenda issued by the Owner/Engineer shall be inserted into this section.
2. If Addenda is issued, all prospective bidders are hereby notified that the Addenda forms a part of the Bidding and Contract documents and modifies the original bidding and contract documents issued. Acknowledge receipt of this addendum in the space provided in the bid proposal section of the specifications. Failure to do so may subject the bidder to disqualification.

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**SECTION 00940**

**NON-DISCRIMINATION IN EMPLOYMENT**

TO: \_\_\_\_\_  
(Name of union or organization of workers)

The undersigned currently hold contract(s) with \_\_\_\_\_ involving funds or credit of the U.S. Government of subcontractor(s) with a prime contractor holding such contract(s).

You are advised that under the provisions of the above contract(s) or subcontract(s) and in accordance with Executive Order No. 11246, Section 202, dated September 24, 1965, the undersigned is obliged not to discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, familial status, or national origin. This obligation not to discriminate in employment includes, but is not limited to, the following:

HIRING, PLACEMENT, UPGRADING, TRANSFER OR DEMOTION, RECRUITMENT, ADVERTISING, OR SOLICITATION FOR EMPLOYMENT, TRAINING DURING EMPLOYMENT, RATES OF PAY OR OTHER FORMS OF COMPENSATION, SELECTION FOR TRAINING INCLUDING APPRENTICESHIP, LAYOFF OR TERMINATION.

This notice is furnished to you pursuant to the provisions of the above contract(s) or subcontract(s) and Executive Order No. 11246.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Contractor or Subcontractor)

END OF SECTION

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**SECTION 00950**

**RESPONSIBILITY OF THE CONTRACTORS**

1. A copy of the wage determination must be posted by the contractor and maintained where it can be seen easily by all of the employees.
2. All employees working on the site must be paid at least once a week.
3. Rates of pay shall be at least the minimum shown on the wage determination for each classification.
4. Employees must be paid for overtime at 1-1/2 the regular rate for all time over 8 hours any day or over 40 hours in a week, whichever is the greater overtime.
5. Each employee must be paid the full amount earned less only those deductions approved, allowed, or required by Federal, State or Local statutes or ordinances.
6. No classification of employee shall be employed on the project unless the classification appears on the wage determination.
7. Each week as work progresses, the contractor must submit to the Authority a copy of all weekly payrolls and required attachments stipulated therein.
8. All weekly payrolls shall contain or have attached the following:
  - (a) Name of each employee. Also show address when employee is first entered on payrolls and whenever his address changes thereafter.
  - (b) Classification of employees (same as shown on wage determination or provisional approval).
  - (c) Rate of pay not less than that shown on the wage determination.
  - (d) Hours worked each day and total for each week for each employee.
  - (e) All deductions made.
  - (f) Net amount paid employee.
  - (g) The following certification:

"I certify that the payroll is correct and complete, that the wage rates contained therein are not less than the applicable rates contained in the Wage Determination decision of the Secretary of Labor, and that the classification set forth for each laborer or mechanic conforms to the work he performs."

---

Signature

---

Title

(h) The following weekly anti-kickback statement:

I \_\_\_\_\_, \_\_\_\_\_ do hereby state: I pay or  
(Name of Signatory Party) (Title)  
supervise the payment of the persons employed by \_\_\_\_\_  
(Contractor or Subcontractor)

on the \_\_\_\_\_ that during the payroll period commencing  
(Building or Work)

on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and ending on the \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, all persons employed on said project have been paid the full weekly wages earned, that no rebates  
have been or will be made either directly or indirectly from the full weekly wages earned by any person, other  
than permissible deductions, as defined in Regulations, Part 3 (29 CFR Part 3) issued by the Secretary of  
Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967) "(paragraph describing  
deductions, if any)."

9. All prime contractors shall include the wage determination and all labor standards provision in all subcontractors as herein specified.
10. The contractor shall make employment records available for inspection by authorized representatives of the Department of Housing and Urban Development, and the Department of Labor, and will permit employees to be interviewed during working hours by these representatives. Payroll records will be maintained during the course of the work by the General Contractor, including a copy of the payroll of each subcontractor, and they shall be preserved for a period of 3 years thereafter.
11. Each monthly engineering estimate must be accompanied by the following certificate executed by each prime contractor employing mechanics and laborers at the site on the work in which the Federal Government is the participant:

Principal Contractor - \_\_\_\_\_

Project Name - \_\_\_\_\_

I, \_\_\_\_\_, as official representative of the above name and  
(Name and Title)

principal contractor, do hereby certify as follows:

- ( ) All Labor Standards Requirements have been fulfilled by the principal contractor and all subcontractors under this contract; or
- ( ) There is an honest dispute regarding the required provisions, Explanation:

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

\_\_\_\_\_, \_\_\_\_\_  
(Signature) (Title) (Date)

END OF SECTION

**DIVISION 1**

**GENERAL REQUIREMENTS**

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## SECTION 01010

### SUMMARY OF WORK

#### **PART ONE -GENERAL**

##### 1.01 PROJECT LOCATION & CONTACTS

- A. The Project is located at: The Village of Green Springs, Ohio. Located within the Block consisting of State Route 19, E. Morgan Street, North Leonard Street, and E. Adams Street.
- B. The Engineer is GGJ,Inc. 35585 Curtis Blvd., Unit C, Eastlake, OH 44095; tele 440-953-1567 fax 440-953-0580, Engineer's contact person is: **John Sabo, PE**
- C. The Owner's contact person is: **Mayor Theodore Rutherford**

##### 1.02 PROJECT DESCRIPTION

- A. The Project includes all work required to complete the improvements indicated by the Contract Drawings, specified, or required for a complete, operating facility. The required work generally includes, but is not limited to, the following brief summary of the work.

SUMMARY OF THE WORK: Relining of Approximately 950 feet of 8" sanitary sewer using CIPP.

##### 1.03 SPECIFICATIONS

- A. The Contract Specifications are intended to supplement the Drawings and to further describe the Contractor's required work. All work shall be performed by the appropriate trades. Unless included under another trade's work or specifically excluded, it shall be the responsibility of the Contractor(s) to perform all incidental work, whether or not specific mention is made of each item.
- B. It is advised that the Contractor(s) and their subcontractors familiarize themselves with the complete contents of the project Specifications.

##### 1.04 DRAWING SCHEDULE

N/A

#### **PART TWO - PRODUCTS**

N/A

#### **PART THREE – EXECUTION**

- A. It is the sole responsibility of the Contractor to complete the project in the allotted time. Unless otherwise agreed to in writing by the Engineer, construction activities shall conform to the Construction Schedule as submitted and approved. If the Contractor deviates from the approved schedule, the Contractor shall notify the Engineer in writing as to the extent of the deviation, the reason(s) for the deviation, and what actions the Contractor intends to take to assure that the project is completed before the project completion date.

END OF SECTION

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**PART ONE - GENERAL**

1.01 GENERAL CONTENTS AND ASSIGNMENTS

- A. This Section contains general project administrative items and required coordination including:

- 1.02 Work Changes & Modification Procedures
- 1.03 Coordination
- 1.04 Pre-construction Meeting
- 1.05 Progress Meetings
- 1.06 Pre-installation Meetings
- 1.07 Construction Cooperation
- 1.08 Contract Closeout
- 1.09 Emergency Maintenance Supervisors
- 1.10 Application for Payment
- 1.11 Measurement & Payment
- 1.12 Project Closeout

- B. The General Contractor shall serve as a Construction Coordinator.

1.02 WORK CHANGES & MODIFICATION PROCEDURES

- A. The Engineer will advise Contractor of minor variations in the Work not involving an adjustment to Contract Price or Contract Time as authorized by EJCDC, 1990 Edition, Paragraph 9.5 by issuing supplemental instructions on AIA Form G710.
- B. The Engineer may issue a Proposal Request that includes a detailed description of a desired change and the Owner's desired method of payment with appropriate supplementary or revised Drawings and specifications. Contractor shall prepare and submit a proposal to perform the desired change within ten (10) days stating the fixed price or other basis for performing the work change as requested, any time extension requirements, the last date for Owner's acceptance, plus any other pertinent information.
- C. The Contractor may propose a change by submitting a request for change to the Engineer. The request shall describe the proposed change and its full effect on the Work and the work being performed by others. Included shall be a statement describing the reason for the change, any proposed substitutions, the fixed price or basis for determining the change in the Contract Price, and the effect on the Contract Time, if any.
- D. When work changes involve bid unit prices, the change in Contract Price shall be based on the bid unit prices and the number of measured, approved units performed by the Contractor in completing the work change. When work changes do not involve bid unit prices, the change in Contract Price shall be a negotiated fixed price or based on a negotiated basis for determining the Change in Contract Price, as requested by the Owner. If Owner and Contractor cannot agree on the change in price or time, they shall be determined in accordance with the General Conditions.
- E. Change Orders, Work Change Directives, or Written Amendments will be issued in accordance with the General Conditions.
- F. Any claims made by the Contractor shall be made within 14 days of the completion of a claim event and shall be sufficiently supported in detail by documented costs, quantities, employee time and payment records, paid invoices, the justification for any Contract time extension, and other relevant data to allow a complete evaluation of the claim.

### 1.03 COORDINATION

- A. Coordinate scheduling, submittals, and Work of the various Sections of the Contract Specifications to assure the efficient and orderly sequencing of all interdependent construction elements. Include provisions for accommodating items installed later, if applicable.
- B. Verify that the space and utility requirements and characteristics of operating equipment are compatible with the building space and building utilities. Coordinate work of various Sections having interdependent responsibilities for installing, connecting to, and placing such equipment into operation.
- C. Verify and coordinate space requirements for all mechanical and electrical work that is indicated diagrammatically on Drawings, noted, or specified. Follow routing shown for pipes, ducts, and conduit, as closely as practical; place runs parallel with lines of building. Utilize space efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- D. Except as otherwise indicated, in finished areas, conceal pipes, ducts, and wiring. Coordinate locations of fixtures and outlets with finish elements.
- E. Coordinate completion and clean up of Work in preparation for Substantial Completion.
- F. When Owner obtains occupancy of premises, coordinate access to site to minimize disruption of Owner's activities while correcting defective Work and Work not in accordance with Contract Documents.

### 1.04 PRE-CONSTRUCTION MEETING

- A. Engineer will schedule a Pre-construction meeting shortly after giving Notice of Award.
- B. Required Attendees at Pre-construction Meeting: Owner, Engineer, Affected Utilities, and Contractor's Construction Manager and Superintendent.
- C. The Contractor is responsible for review of the standard agenda items listed below and all other contract documents prior to this meeting.
- D. Standard Pre-construction Meeting Agenda Items:
  - 1. Execution of Owner-Contractor Agreement
  - 2. Submission of executed bonds and insurance certificates
  - 3. Distribution of Contract Documents
  - 4. Submission of list of Subcontractors, list of Products, schedule of values, and progress schedule.
  - 5. Designation of individuals representing the Contract parties and the Engineer
  - 6. Procedures, processing of field decisions, submittals, substitutions, applications for payments, proposal requests, Change Orders, and Contract closeout procedures
  - 7. Scheduling
  - 8. Scheduling activities of testing laboratories and special consultants
  - 9. Requirements and Preparation for Monthly Progress Meetings
  - 10. Utility Relocation Coordination
  - 11. Use of premises by Owner and Contractor
  - 12. Owner's requirements and occupancy
  - 13. Construction facilities and controls provided by Owner
  - 14. Temporary utilities provided by Owner
  - 15. Survey and layout of structures
  - 16. Security and housekeeping procedures
  - 17. Testing procedures
  - 18. Procedures for maintaining record documents
  - 19. Requirements for start-up of equipment
  - 20. Inspection and acceptance of equipment placed into service during construction period
- E. Engineer will record minutes and distribute copies within 5 working days after the Pre-construction Meeting to participants, with copies to Engineer, Owner, Contractor, and those affected by the discussions or decisions made.



#### 1.05 PROGRESS MEETINGS

- A. Schedule and attend progress meetings at monthly intervals maximum.
- B. Engineer will arrange for progress meetings, prepare agendas with copies for participants, preside at meetings, record minutes of the meeting, and distribute the minutes to all participants within 5 working days.
- C. Attendance Required: Contractor's Superintendent, major Subcontractors and suppliers, Owner, Engineer, as appropriate to agenda items.
- D. The Contractor is responsible for preparing for all Agenda items prior to the meeting.
- E. Standard Agenda Items:
  - 1. Discussion of challenges to previous meeting minutes
  - 2. Review of Work progress
  - 3. Field observations, problems, concerns, and decisions
  - 4. Identification of problems that may impede planned progress.
  - 5. Review of submittals schedule and status of submittals
  - 6. Review of off-site fabrication and delivery schedules
  - 7. Maintenance of progress schedule
  - 8. Corrective measures to regain projected schedules.
  - 9. Planned progress during succeeding work period.
  - 10. Coordination of projected progress
  - 11. Maintenance of quality and work standards
  - 12. Effect of proposed changes on progress schedule and coordination
  - 13. Review of construction photographs and as-built drawing status
  - 14. Other business relating to Work
- F. Revisions to Minutes:
  - 1. Unless the distributed minutes are challenged in writing prior to the next regularly scheduled progress meeting, they shall be considered complete, correctly stated, and accepted.
  - 2. Anyone challenging the distributed minutes shall reproduce and distribute copies of the challenge to all indicated recipients of the particular minutes.
  - 3. Challenges to the prior meeting minutes shall be entertained as a priority item at the next regularly scheduled meeting.

#### 1.06 PRE-INSTALLATION MEETINGS

- A. When required by specific specification Sections, Contractor shall coordinate, schedule and convene a pre-installation meeting at work site a minimum of 10 working days prior to commencing work of the Section.
- B. Required attendance shall be the Engineer, the Contractor's Superintendent, and any other parties directly affecting, or affected by, the Section work.
- C. Notify Engineer 10 days in advance of meeting date.
- D. Contractor shall prepare agenda and preside at meeting:
  - 1. Review conditions of installation, preparation and installation procedures.
  - 2. Review coordination with related work.
- E. Engineer shall record minutes and distribute copies within 5 work days after meeting to participants.

#### 1.07 CONSTRUCTION COOPERATION

- A. All Contractors and sub-contractors shall cooperate with the Construction Coordinator in the allocation of site mobilization areas for field offices and sheds, for existing building access, traffic, and parking facilities.
- B. During construction, all contractors and sub-contractors shall coordinate their use of the site and facilities through the Construction Coordinator.
- C. All contractors shall comply with the Construction Coordinator's procedures for intra-project communications; submittals, reports and records, schedules, coordination drawings, recommendations; and resolution of ambiguities and conflicts.
- D. All contractors shall comply with instructions of the Construction Coordinator for use of temporary utilities and construction facilities.
- E. All contractors shall coordinate field engineering and layout work with the Construction Coordinator.

#### 1.08 CONTRACT CLOSEOUT

- A. Procedures:
  - 1. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for Engineer's review.
  - 2. Provide submittals to Engineer that are required by governing or other authorities.
  - 3. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.
- B. Final Cleaning:
  - 1. Perform final cleaning prior to final project assessment.
  - 2. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, [vacuum carpeted and soft surfaces.]
  - 3. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.
  - 4. Clean or Replace filters of operating equipment.
  - 5. Clean debris from roofs, gutters, downspouts, and drainage systems.
  - 6. Clean site; sweep paved areas, rake clean landscaped surfaces.
  - 7. Remove waste and surplus materials, rubbish, and construction facilities from the site. Waste removal shall be handled in such a way as to comply with relevant state or local solid waste regulations.
- C. Adjusting:
  - 1. Adjust operating Products and equipment to ensure smooth and unhindered operation.
- D. Project Record Documents:
  - 1. Throughout the progress of the Work, maintain on site and record actual revisions to the Work on one set of the following record documents:
    - a. Drawings.
    - b. Specifications.

- c. Addenda.
  - d. Change Orders and other modifications to the Contract.
  - e. Reviewed Shop Drawings, Product Data, and Samples.
  - f. Manufacturer's instruction for assembly, installation, and adjusting.
- 2. Ensure entries are complete and accurate, enabling future reference by Owner.
- 3. Store record documents separate from documents used for construction.
- 4. Record information concurrent with construction progress.
- 5. In the Specifications, legibly mark and record at each Product section a description of actual Products installed, including the following:
  - a. Manufacturer's name and product model and number.
  - b. Product substitutions or alternates utilized.
  - c. Changes made by Addenda and modifications.
- 6. Record Documents and Shop Drawings: Legibly mark each item to record actual construction including:
  - a. Measured depths of foundations in relation to finish first or main floor datum.
  - b. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
  - c. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
  - d. Field changes of dimension and detail.
  - e. Details not on original Contract drawings.
- 7. Submit documents to Engineer with claim for final Application for Payment.
- E. Spare Parts and Maintenance Materials:
  - 1. Provide products, spare parts, maintenance and extra materials in quantities specified in individual specification sections.
  - 2. Deliver to Project site and place in location as directed; obtain receipt prior to final payment.

#### 1.09 EMERGENCY MAINTENANCE SUPERVISOR

- A. The Contractor shall submit to the Engineer the names, addresses, and telephone numbers of two employees responsible for performing emergency maintenance and repairs when the Contractor is not working. These employees shall be designated in writing by the Contractor as his representatives and shall have full authority to act on his behalf as specified in the General Conditions. At least one of the designated employees shall be available for contacting by telephone any time an emergency arises.

#### 1.10 APPLICATION FOR PAYMENT

- A. Submit Applications on form AIA G702 - Application and Certificate for Payment and AIA G703 - Continuation Sheet, including continuation sheets when required.
- B. Preparation of Applications
  - 1. Present required information in typewritten form.
  - 2. Execute certification by signature of authorized officer.
  - 3. Use data from approved Schedule of Values. Provide dollar value in each column for each line item for portion of work performed [and for stored Products].
  - 4. List each authorized Change Order as an extension on AIA G703 - Continuation Sheet, listing Change Order number and dollar amount as for an original item of Work.

5. Prepare Application for Final Payment as specified in Section 01700.

C. Submittal Procedures

1. Submit a minimum of four (4) copies of each Application for Payment and Schedule of Values
2. Submit an updated construction schedule with each Application for Payment.
3. Payment Period: Submit Application for Payment at the end of each month to the Engineer.
4. Submit with transmittal letter as specified for Submittals in Section 01300.
5. Submit two (2) waivers for partial payment.
6. Submit two (2) certified payroll reports for payroll period.
7. If requesting payment for stored materials, submit two (2) payments for stored material form.
8. Submit any other documentation as requested by the Engineer.

D. Substantiating Data

1. When Engineer requires substantiating information, submit data justifying dollar amounts in question.
2. Provide one copy of data with cover letter for each copy of submittal. Show application number and date, and line item by number and description.

1.11 MEASUREMENT & PAYMENT

- A. Measurement and Payment of Lump Sum Items will be based on Contractor's substantiated estimate of the total Item value completed as accepted by Engineer. Measurement and payment criteria applicable to the unit price Items follows.

1. Use measurement methods delineated in the basis of payment section of the bid proposal forms.
2. Take all measurements and compute quantities. Engineer will verify measurements and quantities.
3. Provide necessary equipment, workers, and survey personnel as required.

- B. The quantities indicated in the Bid Form are for bidding and contract purposes only. Quantities and measurements supplied or placed in the Work in accordance with the Drawings and Specifications and verified by the Engineer determine payment.

1. If the actual Work performed in accordance with the Drawings and Specifications requires greater or fewer quantities than those indicated, provide the required quantities at the unit price bid.

- C. Quantities shall be measured using the following devices and methods.

1. Measurement Devices:

- a. Weigh Scales: Inspected, tested and certified by the applicable state Weights and Measures department within the past year and the Engineer.
  - b. Platform Scales: Of sufficient size and capacity to accommodate the conveying vehicle.
  - c. Metering Devices: Inspected, tested and certified by the applicable state department within the past year and the Engineer.
2. Measurement by Weight: Concrete reinforcing steel, rolled or formed steel or other metal shapes will be measured by handbook weights. Welded assemblies will be measured by handbook or scale weight.

3. Measurement by Volume: Measured by cubic dimension using mean length, width and height or thickness.
4. Measurement by Area: Measured by square dimension using mean length and width or radius.
5. Linear Measurement: Measured by linear dimension, at the item centerline or mean chord. Underground piping shall be measured by the horizontal projection of the longitudinal axis of the pipe.
6. Stipulated Sum/Price Measurement: Items measured by weight, volume, area, or linear means or combination, as appropriate, as a completed item or unit of the Work.

D. Payment Includes the Following:

1. Full compensation for all required labor, Products, tools, equipment, plant, transportation, services and incidentals; erection, application or installation of an item of the Work; overhead and profit.
2. Final payment for unit price Work will be made on the basis of the actual measurements and quantities accepted by the Engineer multiplied by the unit price for Work incorporated in or made necessary by the Work.

E. Defective Work shall be handled as follows:

1. Replace the Work, or portions of the Work, not conforming to specified requirements.
2. If, in the opinion of the Engineer and/or Owner, it is not practical to remove and replace the Work, the Engineer and/or Owner will direct one of the following remedies:
  - a. The defective Work may remain, but the unit price will be adjusted to a new price at the discretion of the Engineer.
  - b. The defective Work will be partially repaired to the instructions of the Engineer and/or Owner, and the unit price will be adjusted to a new price at the discretion of the Engineer.
3. When an individual specification section identifies a different method, formula, or percentage price reduction, it shall control.
4. The authority of the Engineer and/or Owner to assess defects and make appropriate payment adjustment is final.
5. Payment will not be made for:
  - a. Products wasted or disposed of in a manner that is not acceptable.
  - b. Products determined unacceptable.
  - c. Products not completely unloaded from the transporting vehicle.
  - d. Products placed beyond the lines and levels of the required Work.
  - e. Products not incorporated in the Work.
  - f. Loading, hauling, and disposing of rejected Products.

## 1.12 CONSTRUCTION CLOSEOUT

- A. Provide an orderly and efficient transfer of the completed Work to the Owner. Comply with requirements stated in Conditions of the Contract and in Specifications for Administrative procedures in closing out the Work.
- B. Prior to requesting inspection by the Engineer, use adequate means to assure that the Work is completed in accordance with the specified requirements and is ready for the requested inspection.
- C. When the Work is substantially complete, the Contractor shall submit to Engineer the following:
  1. A written notice that the Work, or designated portion thereof, is substantially complete.

2. A list of items that remain to be completed or corrected.
  - a. Within a reasonable time after receipt of such notice, Engineer will make an inspection to determine the status of completion.
  - b. Should Engineer determine that the Work is not substantially complete:
    - 1) Engineer will promptly notify the Contractor in writing, giving the reasons therefore.
    - 2) Contractor shall remedy the deficiencies in the Work, and send another written notice of substantial completion to the Engineer.
    - 3) Engineer will, within a reasonable time after receipt of such notice, re-inspect the Work.
  - c. When the Engineer finds that the Work is substantially complete, Engineer will:
    - 1) Prepare and deliver to the Owner a tentative Certificate of Substantial Completion on a form with a tentative list of items to be completed or corrected before final payment is made.
    - 2) After consideration of any objections made by the Owner as provided in Conditions of the Contract, and when the Engineer considers the Work substantially complete, the Engineer will execute and deliver to the Owner and the Contractor a definite Certificate of Substantial Completion with a revised tentative list of items to be completed or corrected.

#### D. FINAL INSPECTION

1. When the Work is complete, Contractor shall submit written certification that:
  - a. The Contract Documents have been reviewed.
  - b. The Work has been inspected for compliance with Contract Documents.
  - c. Work has been completed in accordance with Contract Documents.
  - d. The Equipment and systems have been tested in the presence of the Owner's representative and are operational.
  - e. The Work is completed and ready for final inspection.
2. Within a reasonable time after receipt of such notice, the Engineer will make an inspection to verify that status of completion.
  - a. Should the Engineer consider that the Work incomplete or defective:
    - 1) The Engineer will promptly notify the Contractor in writing, listing the incomplete or defective work.
    - 2) The Contractor shall take immediate steps to remedy the stated deficiencies, and send another written certification to Engineer that the Work is complete.
    - 3) Within a reasonable time after receipt of such notice, the Engineer will re-inspect the Work.
3. When the Engineer finds that the Work is acceptable under the Contract Documents, the Engineer will request the Contractor to make closeout submittals.

#### E. REINSPECTION FEES

1. Should Engineer be required to perform re-inspections due to failure of the Work to comply with the claims of status of completion made by the Contractor:
  - a. The Owner will compensate Engineer for such additional services.

- b. The Owner will deduct the amount of such compensation from the final payment due the Contractor.

#### F. CONTRACTOR'S CLOSEOUT SUBMITTALS TO ENGINEER

1. Closeout submittals shall include, but are not necessarily limited to:
  - a. Project Record Documents
  - b. Operation and maintenance data for items so listed in pertinent other Sections of these Specifications, and for other items when so directed by the Engineer.
  - c. Warranties and bonds.
  - d. Keys and keying schedule.
  - e. Spare parts and materials
  - f. Evidence of compliance with requirements of governmental agencies having jurisdiction including, but not necessarily limited to:
    - 1) Certificates of Inspection.
    - 2) Certification of Occupancy.
    - 3) Certificates of Insurance for products and completed operations.
    - 4) Evidence of payment of all subcontractors, material suppliers, and laborers having a just claim, and the release of all associated liens.
    - 5) List of subcontractors, service organizations, and principal vendors, including names, addresses, and telephone numbers where they can be reached for emergency services at all times including nights, weekends, and holidays.

#### G. FINAL ADJUSTMENT OF ACCOUNTS

1. Submit a final statement of accounting to Engineer.
2. The Statement shall reflect all adjustments to the Contract Sum:
  - a. The original Contract Sum.
  - b. Additions and deductions resulting from:
    - 1) Previous Change Orders.
    - 2) Allowances.
    - 3) Unit Prices.
    - 4) Deductions for uncorrected Work.
    - 5) Penalties and Bonuses.
    - 6) Deductions for liquidated damages.
    - 7) Deductions for re-inspection payments.
    - 8) Other adjustments.
  - c. Total Contract Sum, as adjusted.
  - d. Previous payments.
  - e. Sum remaining due.
3. The Engineer will prepare a final Change Order, reflecting approved adjustments to the Contract Sum that were not previously made by Change Orders.

#### H. FINAL APPLICATION FOR PAYMENT

1. The Contractor shall submit the final Application for Payment in accordance with procedures and requirements stated in the Conditions of the Contract.

I. INSTRUCTION

1. The Contractor shall instruct the Owner's personnel in the proper operation and maintenance of systems, equipment, and similar items which were provided as part of the Work.

**PART TWO - PRODUCTS**

- 2.01 Provide specified products as required.

**PART THREE - EXECUTION**

- 3.01 Comply with requirements

**PART FOUR - SPECIAL PROVISIONS**

None

END OF SECTION



## **SECTION 01013**

### **OBSTRUCTIONS ENCOUNTERED**

#### **PART ONE - GENERAL**

##### **1.01 OBSTRUCTIONS ENCOUNTERED**

- A. In addition to showing the improvements to be constructed under this Contract, the drawings show certain information obtained by the Owner regarding the pipes, conduits, and other structures which exist along the site of the work, both at and below the surface of the ground. The Owner expressly disclaims any responsibility for the accuracy and completeness of the information given on the drawings with regard to existing structures, and the Contractor will not be entitled to any extra compensation on account of inaccuracy or incompleteness of such information, said structures being shown only for the convenience of the Contractor, who must verify the information to his own satisfaction. The giving of this information upon the contract drawings will not relieve the Contractor of his obligation to support and protect all pipes, conduits, and other structures which may be encountered during the construction of this Contract.

#### **PART TWO - PRODUCTS**

Not Used

#### **PART THREE - EXECUTION**

Not Used

#### **PART FOUR - SPECIAL PROVISIONS**

None

END OF SECTION

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**CONTRACT CONSIDERATIONS**

**PART ONE - GENERAL**

**1.01 SECTION INCLUDES**

- A. Cash allowances.
- B. Contingency allowance
- C. Schedule of values

**1.02 RELATED SECTIONS**

- A. Section 01011 – Summary of Project
- B. Section 00682- Applications for Payment
- C. Section 01030 - Alternates

**1.03 SCHEDULE OF VALUES**

- A. Submit a type printed schedule on AIA Form G703 - Application and Certificate for Payment Continuation Sheet.
- B. Submit Schedule of Values in duplicate within 15 days after date of Owner-Contractor Agreement.
- C. Format: Utilize the Table of Contents of this Project Manual. Identify each line item with number and title of the major specification Section. Identify site mobilization, bonds and insurance, and any item as requested by the Engineer.
- D. Include in each line item, the amount of Allowances specified in this section. For unit cost Allowances, identify quantities taken from Contract Documents multiplied by the unit cost to achieve the total for the item.
- E. Include within each line item, a direct proportional amount of Contractor's overhead and profit.
- F. Revise schedule to list approved Change Orders, with each Application for Payment.

**PART TWO - PRODUCTS**

Not Used.

**PART THREE - EXECUTION**

Not Used.

**PART FOUR - SPECIAL PROVISIONS**

None

END OF SECTION

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## **SECTION 01030**

### **ALTERNATES**

#### **PART ONE - GENERAL**

##### **1.01 SECTION INCLUDES**

- A. Submission procedures.
- B. Documentation of changes to Contract Price and Contract Time.

##### **1.02 RELATED SECTIONS**

- A. Agreement: Incorporating monetary value of accepted Alternates.
- B. Instructions To Bidders, Bid Form, Supplements to Bid Forms: Requirements for Alternates.

##### **1.03 SUBMISSION REQUIREMENTS**

- A. Submit Alternates identifying the effect on adjacent or related components.
- B. Alternates quoted on Bid Forms will be reviewed and accepted or rejected at the Owner's option. Accepted Alternates will be identified in the Owner-Contractor Agreement.
- C. Coordinate related work and modify surrounding work to integrate the Work of each Alternate.

##### **1.04 SELECTION AND AWARD OF ALTERNATES**

- A. Indicate variation of Bid Price for Alternates described below and listed in the [SUPPLEMENTS TO] BID FORM document. This form requests a "difference" in Bid Price by adding to or deducting from the base Bid Price.
- B. Bids will be evaluated on the base bid price plus alternate(s) when required, that yields the lowest combined total needed for the project.

#### **PART TWO - PRODUCTS**

Not Used

#### **PART THREE - EXECUTION**

Not Used

#### **PART FOUR - SPECIAL PROVISIONS**

None

END OF SECTION

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**PART ONE - GENERAL**

**1.01 DESCRIPTION**

**A. Work included:**

1. Throughout the Contract Documents, references are made to trade and association codes and standards that define qualities and types of workmanship and materials, and establish methods for testing and reporting on pertinent characteristics.
2. Where materials or workmanship are required by the Contract Documents to meet or exceed the specifically named codes or standards, it is the Contractor's responsibility to provide materials and workmanship that meet or exceed the latest edition of the specifically named code or standard.
3. It also is the Contractor's responsibility, when required by the Contract Documents or requested by the Engineer, to deliver to the Engineer all required proof that the materials and workmanship meet or exceed the edition requirements on the date that bids are received of the specifically named code or standard. Such proof shall be in the form of a certified report of tests conducted by a testing agency approved for that purpose by the Engineer.

- B. Related work described elsewhere:** Specifically named codes or standards occurring on the Drawings and in other Sections of the Specifications.

**1.02 QUALITY ASSURANCE**

**A. Familiarity with pertinent codes and standards:**

In procuring all items used in this Work, it is the Contractor's responsibility to verify the detailed requirements of the referenced named codes and standards and to verify that the items procured for use in this Work meet or exceed the project Specification requirements. Except when a specific publication date is specified, the publication in effect on the date of Contract Document signing shall be considered the latest edition and shall apply. Contractor shall maintain a copy of the applicable referenced codes and standards on the project site. Any conflicts between the association codes and standards, and the project Specifications, shall be brought to the attention of the Engineer for resolution. Engineer's decision shall be final.

**B. Rejection of non-complying items:**

The Engineer reserves the right to reject items incorporated into the Work that fail to meet the specified minimum requirements. The Engineer further reserves the right, and without prejudice to other recourse the Engineer may take, to accept non-complying items subject to an adjustment in the Contract Amount as approved by the Engineer and the Owner.

**C. Applicable standards listed in these Specifications include, but are not necessarily limited to standards promulgated by the following agencies and organizations:**

1. AASHTO - American Association of State Highway and Transportation Officials, 444 North Capital Street, N.W., Washington, D.C. 20001
2. ACI - American Concrete Institute, Box 19150, Redford Station, Detroit, Michigan 48129
3. AGMA - American Gear Manufacturers Association
4. AI - Asphalt Institute, Asphalt Institute Building, College Park, MD 20740
5. AISC - American Iron and Steel Construction, Inc. 1221 Avenue of the Americas, New York, New York 10020

6. AISI - American Iron and Steel Institute, 1000 16th Street, N.W., Washington, D.C. 20036
7. AMCA - Air Movement and Control Association, 30 West University Drive, Arlington Heights, IL 60004
8. ANSI - American National Standards Institute (successor to USASI and ASA), 1430 Broadway, New York, New York 10018
9. ARI - Air-Conditioning and Refrigeration Institute, 1815 North Fort Myer Drive, Arlington, VA 22209
10. ASHRAE - American Society of Heating, Refrigerating and Air Conditioning Engineers, 345 East 47th Street, New York, NY 10017
11. ASME - American Society of Mechanical Engineers, 345 East 47th Street, New York, NY 10017
12. ASTM - American Society for Testing and Materials, 1916 Race Street, Philadelphia, Pennsylvania 19103
13. AWWA - American Water Works Association, 6666 West Quincy Avenue, Denver, Colorado 80235
14. AWS - American Welding Society, 2501 N.W. 7th Street, Miami, Florida 33125
15. AWWA - American Water Works Association, 6666 West Quincy Avenue, Denver, Colorado 80235
16. CLFMI - Chain Link Fence Manufacturers Institute, 1101 Connecticut Avenue, Washington, D.C. 20036
17. CRSI - Concrete Reinforcing Steel Institute, 228 North LaSalle Street, Chicago, Illinois 60610
18. FM - Factory Mutual System, 1151 Boston-Providence Turnpike, Norwood, MA 02062
19. FS - Federal Specifications, General Services Administration, Specifications and Consumer Information Distribution Section (WFSIS), Washington Navy Yard, Building 197, Washington, D.C. 20407
20. GA - Gypsum Association, 1603 Orrington Avenue, Evanston, IL 60201
21. IEEE - Institute of Electrical and Electronic Engineers
22. ISA - Instrument Society of America
23. MIL - Military Specifications, Naval Publications and Forms Center, 5801 Tabor Avenue, Philadelphia, PA 19120
24. MLSFA - Metal Lath/Steel Framing Association, 221 North LaSalle Street, Chicago, IL 60601
25. NAAMM - National Association of Architectural Metal Manufacturers, 221 North LaSalle Street, Chicago, IL 60601
26. NEC - National Electrical Code, 470 Atlantic Avenue, Boston, Massachusetts 02210
27. NEMA - National Electrical Manufacturers Association, 2101 L Street, N.W., Washington, D.C. 20037
28. NFPA - National Fire Protection Association, 470 Atlantic Avenue, Boston, MA 02210
29. NFPA - National Forest Products Association, 1619 Massachusetts Avenue, N.W., Washington, D.C. 20036
30. NTMA - National Terrazzo and Mosaic Association, 3166 Des Plaines Avenue, Des Plaines, IL 60018
31. ODOT - Ohio Department of Transportation, 1980 W. Broad Street, Columbus, OH 43223
32. OSHA - Occupational Safety and Health Act
33. PCA - Portland Cement Association, 5420 Old Orchard Road, Skokie, Illinois 20076



34. PCI - Prestressed Concrete Institute, 20 North Wacker Drive, Chicago, IL 60606
35. PENNDOT – Pennsylvania Department of Transportation, Keystone Building, 400 North Street, Harrisburg, PA 17120
36. PS - Product Standard, U.S. Department of Commerce, Washington, D.C. 20203
37. SDI - Steel Deck Institute, Box 3812, St. Louis, MO 63122
38. SDI - Steel Door Institute, 712 Lakewood Center North, Cleveland, OH 44107
39. SJI - Steel Joist Institute, 1703 Parham Road, Suite 204, Richmond, VA 23229
40. SSPC - Steel Structures Painting Council
41. TCA - Title Council of America, Inc., Box 326, Princeton, NJ 08540
42. UL - Underwriters' Laboratories, Inc., 333 Pfingston Road, Northbrook, IL 60062
43. Uni-B - Uni-Bell Plastic Pipe Association, 2655 Villa Creek Drive, Suite 164, Dallas, Texas 75234
44. WVDOH – West Virginia Department of Highways, Contract Administration Division, West Virginia Division of Highways, 1900 Kanawha Boulevard, East, Building 5, Room 737, Charleston, WV 25305-0430

**PART TWO - PRODUCTS**

N/A

**PART THREE - EXECUTION**

N/A

**PART FOUR - SPECIAL PROVISIONS**

None

**END OF SECTION**

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## SECTION 01300

### SUBMITTALS

#### **PART ONE - GENERAL**

##### 1.01 SECTION 01300 INCLUDES:

- A. 1.02 Related Sections
- B. 1.03 Submittal Procedures (For the Record, Shop Drawings for Review & Approval, General Information, and For Operation and Maintenance Requirements)
- C. 1.04 Proposed Products list
- D. 1.05 Substitutions
- E. 1.06 Samples
- F. 1.07 Manufacturer's installation instructions
- G. 1.08 Manufacturers' certificates
- H. 1.09 Operation & Maintenance Manuals
- I. 1.10 Construction Schedule
- J. 1.11 Schedule of Values
- K. 1.12 Workers' Compensation Certificates
- L. 1.13 Product and Work Item Warranties and Bonds

##### 1.02 RELATED SECTIONS

- A. When specific or more comprehensive submittals are required than are described herein, they are specified in stand alone Sections or within other technical Sections.

##### 1.03 SUBMITTAL PROCEDURES

- A. The Contractor shall transmit all submittals (except for laboratory testing results) to the Engineer using AIA Form G810 or approved equal. Submittals from subcontractors, suppliers, or others will not be accepted. Laboratory testing results shall be sent directly from the Laboratory to the Engineer, as specified in Section 01410 Testing Laboratory Services.
- B. Sequentially number the transmittal form. Mark revised submittals with the original number plus a sequential alphabetical extension.
- C. The Contractor shall stamp and clearly identify Submittal Date, Project Title and Location; Contractor's Name and Address, Specification Section, Purpose of the Submittal (Record Purposes, Review & Approval, General Information, and Operation & Maintenance requirements); the person who performed the submittal review, and other identification that may be appropriate.
  - 1. Submittals for Record Purposes include laboratory test results, licenses, permits, and installation and calibration certificates. Laboratory test results shall be signed by an authorized agent of the independent laboratory performing the tests and will be used for comparing to the specification requirements. The Contractor shall obtain all licenses and permits required by Local, State, and Federal laws. Where requested, the Contractor shall submit installation and calibration certificates from manufacturers indicating the manufacturer's satisfaction with the installation, the calibration, and the operation of the manufacturer's equipment.
  - 2. Submittals for Review & Approval include Construction Schedules, Construction Drawings, Shop Drawings, Manufacturer's literature and certifications, Supplier's literature and certifications, Design data, Samples, Schedule of values, and other related or requested data.

##### Shop Drawings: Submittals for Review

- a. Submit scaled, accurate drawings for review. After found to be in general conformance with the Drawings and Specifications, Engineer will distribute in accordance with PART THREE - EXECUTION

- b. Submit the number of opaque reproductions desired by the Contractor, plus three (3) copies, which will be retained by Engineer for distribution. If Contractor requires more than four copies for its use, Contractor shall reimburse Engineer for the time required to markup the extra copies requested.
- c. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information unique to this Project.
- d. Indicate special utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- e. All Shop Drawings submitted for review shall be stamped with the review block shown below:

<input type="checkbox"/>	REVIEWED AND FOUND TO BE IN GENERAL CONFORMANCE WITH THE DRAWINGS AND SPECIFICATIONS.
<input type="checkbox"/>	REVIEWED AND FOUND, AS NOTED, TO BE IN GENERAL CONFORMANCE WITH THE DRAWINGS AND SPECIFICATIONS.
<input type="checkbox"/>	SUBMITTAL DOES NOT CONFORM TO THE DRAWINGS AND SPECIFICATIONS AND THE CONTRACTOR WILL ASSUME ALL LIABILITY FOR ITS FUNCTIONAL PERFORMANCE.
<input type="checkbox"/>	REVISE AND RE-SUBMIT
<input type="checkbox"/>	REJECTED
REVIEW IS ONLY FOR GENERAL CONFORMANCE WITH THE DESIGN CONCEPT AND THE INFORMATION GIVEN IN THE CONTRACT DOCUMENTS. ANY CORRECTIONS OR COMMENTS MADE DO NOT RELIEVE THE CONTRACTOR FROM COMPLIANCE WITH THE REQUIREMENTS OF THE CONTRACT DRAWINGS AND SPECIFICATIONS. REVIEW OF A SPECIFIC ITEM DOES NOT INCLUDE THE REVIEW OF AN ASSEMBLY OF WHICH THE ITEM IS A COMPONENT. CONTRACTOR IS RESPONSIBLE FOR: DIMENSIONS, WHICH SHALL BE CONFIRMED AND CORRELATED AT THE JOB SITE; INFORMATION PERTAINING TO FABRICATION PROCESSES; THE MEANS, METHODS, TECHNIQUES, SEQUENCES, AND PROCEDURES OF CONSTRUCTION; THE COORDINATION OF THE WORK WITH THAT OF ALL OTHER TRADES; AND PERFORMING ALL WORK IN A SAFE AND SATISFACTORY MANNER.	
GGJ, INC. CONSULTING ENGINEERS	
DATE _____ BY _____	

- 3. General Information is typically additional information requested to meet the general needs of the project.
- 4. Operation & Maintenance information is required for all equipment. See OPERATION & MAINTENANCE MANUALS below.
- D. Prior to making submittals to the Engineer, the Contractor shall verify important field measurements and product dimensions. Carefully review for correctness, suitability, and fit.
- E. Apply Contractor's stamp and sign, thereby certifying that Contractor has carefully reviewed the material submitted, verified the products & product dimensions, checked field measurements and product dimensions, reviewed adjacent construction Work, coordinated related information, and that the product or material for which it is seeking Engineer's approval is in accordance with the requirements of Contract Documents.
- F. The Contractor shall make its submittals in an order that expedites the Project. Deliver to Engineer - Attention [Project Name] Construction Manager at 35585 Curtis Blvd., Unit C, Eastlake, Ohio 44095. Coordinate submission of related items.

- G. For each submittal for review, allow 20 working days excluding delivery time to and from the contractor. If certain submittals require expediting, the Contractor may request that the submittal be expedited. The Engineer will place the requested expedited submittal ahead of the other project submittals and make a reasonable effort to assist in completing the review as soon as possible. The Engineer, however, shall not be responsible for any delays to the un-expedited project submittals caused by its reviewing of the expedited submittals first.
  - H. Identify all variations from the Contract Documents. Note any product or system limitations that may be detrimental to the successful performance of the completed Work.
  - I. Provide space for Contractor's and Engineer's review stamps.
  - J. When a submittal is being resubmitted, identify all changes made since the previous submission, and identify submittal with original section number followed by an alphabetical letter extension e.g. A, B, C . . . to identify the re-submittal level.
  - K. Distribute copies of reviewed submittals as appropriate. Engineer will distribute reviewed submittals to Owner and Project Field Representative. Instruct parties to promptly report any inability to comply with provisions.
  - L. Maintain an accurate submittal log for the duration of the Work, including mailing and received dates, the status of each submittal, and the resulting outcome of each submittal. Make the submittal log available to the Engineer for review upon request. Notify Engineer in writing if any of Contractor's submittals have not been responded to in a timely manner.
- 1.04 PROPOSED PRODUCTS LIST
- A. Within 15 days from the effective date of the Owner-Contractor Contract, submit a list of all manufacturers' major equipment and products proposed for use, identifying the name of the manufacturer, trade name and model number of each product or piece of equipment.
  - B. For products specified only by referenced standards, give manufacturer, trade name, model or catalog designation and referenced standards.
- 1.05 SUBSTITUTIONS
- A. Unless otherwise specified, substitutions will be considered only when substantiated by the Contractor's submittal of a complete request for substitution within forty-five (45) calendar days after the Contractor has received Owner's Notice to Proceed. The request for substitution shall include any proposed deduct or increase in price offered for Owner accepting the substitution.
  - B. The Contractor shall accompany any request for substitution with such drawings, specifications, samples, manufacturer's literature, performance data, and other information necessary to describe and completely evaluate the proposed substitution. The burden of proof shall be on the Contractor.
  - C. If any substitution will affect a correlated function, adjacent construction, or the work of other trades or contractors, the necessary changes and modifications to the affected work shall be identified and included in the request for substitution.
  - D. Approval of any request for substitution shall not relieve the Contractor from the responsibility for any deficiency that may exist in the substitution or for any departures or deviations from the requirements of the Contract Documents. Except as otherwise expressly specified by the Contractor in the request for substitution and expressly approved in writing by the Engineer, the Contractor shall be deemed to warrant by the request that the proposed substitution will satisfy all standards and requirements satisfied by the originally specified products or procedure and that the approval of the request for substitution shall not be deemed to modify the Contract Documents with respect thereto.
  - E. Major Equipment Evaluation:
    - 1. Any request for substitution of equipment identified elsewhere in the Drawings or Specifications as being subject to "Major Equipment Evaluation" shall identify five (5) installations similar to that proposed. The following information regarding each installation shall be provided.

- a. Name and location of facility.
  - b. Brief description (size, number, performance, etc.).
  - c. Names, addresses and telephone numbers of owner, operator, design engineer and general contractor responsible for equipment installation.
  - d. The following dates: Order placed, delivery, start-up and full operation.
2. Provide the manufacturer's standard published Operation and Maintenance Manual. Identify any modifications to the procedures identified that are specific to the equipment to be supplied. For the specific equipment proposed, provide the frequency of scheduled maintenance procedures and the total expected time required for routine maintenance.
  3. A performance evaluation will be conducted by the Engineer and will include interviews with people other than those identified by the Contractor, manufacturer, or supplier. At a minimum, the following questions will be asked:
    - a. Were there any delays or problems with delivery of equipment attributable to the manufacturer?
    - b. Describe any equipment breakdowns.
    - c. Describe manufacturer's service responsiveness during warranty.
    - d. Describe manufacturer's service responsiveness following warranty.
    - e. Describe any costs (whether covered by manufacturer or not) associated with equipment failures following installation.
    - f. Is/was operation and maintenance, as recommended by manufacturer/supplier, adequate?
    - g. Describe the equipment process performance. How long to achieve satisfactory performance? How do actual and manufacturer performance compare? How long has required/satisfactory performance been continuously achieved?

#### 1.06 SAMPLES

- A. Submit samples to illustrate functional and aesthetic characteristics of the Product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
- B. Submit samples of finishes from the full range of manufacturers' standard colors or in custom colors selected by Owner/Engineer, textures, and patterns for Engineer's review.
- C. Include identification on each sample, with full Project information.
- D. Submit the number of samples specified in individual specification sections, one of which will be retained by Engineer.
- E. Reviewed samples that may be used in the Work are indicated in individual specification sections.

#### 1.07 MANUFACTURER INSTALLATION INSTRUCTIONS

- A. Manufacturer installation instructions shall be submitted for owner information, prior to installation.
- B. When appropriate, submit printed instructions for delivery, storage, assembly, installation, startup, adjusting, and finishing to Engineer.
- C. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.

#### 1.08 MANUFACTURER CERTIFICATES

- A. When appropriate or specified in individual specification sections, submit manufacturer certifications to Engineer.
- B. Indicate material or Product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- C. Certificates may be recent or previous test results of material or Product, but must be acceptable to Engineer.

#### 1.09 OPERATION & MAINTENANCE MANUALS

- A. Contractor shall compile and furnish three (3) finalized copies of the reviewed Manual covering all equipment as follows:
  - 1. Submittals shall include but not be limited to descriptive literature, bulletins and spec sheets that describe the equipment, system, or item; the operation of the equipment, system, or item; a detailed list of equipment components and appurtenances including manufacturer & model number where appropriate; notice of any items required for operation that are not included; utility requirements; general arrangement drawings; materials of construction, assembly data, dimensional data; performance curves, certifications and guarantees; parts lists with ordering numbers and suppliers, assembly drawings, recommended spare parts to keep on site; lubrication and routine maintenance requirements; schematic wiring and piping diagrams; calibration procedures and specifications; related data on instrumentation and control equipment; drive data; operation & maintenance data; equipment supplier's name & address; and other pertinent data as is applicable.
    - a. When the data submitted includes more than one model or item, the Contractor shall clearly mark the items and model that is being submitted for review.
    - b. Manuals shall be tailored for the contract work and be prepared by the Contractor. The manuals shall have a heavy plastic or fiberboard cover and contain all data associated with the equipment or system, as installed, including a copy of the material found by the Engineer to be in general accordance with the Drawings and Specifications. Manuals shall be printed on or be folded to 8-1/2 x 11 in. size whenever practical. Drawings shall be reduced, when practical, or provided in full size and placed in an envelope or pocket bound into the manual. The Contractor shall include clearly marked divider tabs to separate specification section equipment and to improve the ease of use. Provide a detailed Table of Contents, and use a manual title label identifying the contents of the manual. Label shall include "O & M Manual for [Project Name]", the General Contractor's Name, and the Year project was placed into service. Manuals shall be submitted in completed form and be approved by the Engineer not less than 30 days prior to the date of final acceptance.

#### 1.10 CONSTRUCTION SCHEDULE

- A. Immediately after signing the Contract, each prime Contractor shall prepare a graphic construction schedule, indicating the work to be executed during each month and the rate of expected progress to secure completion on or before the project completion date. Copies of the construction schedule, upon which has been indicated the actual progress, shall be furnished to the Engineer with each requisition for payment.
- B. Should the rate of progress fall materially behind the scheduled rate of progress, and unless the delay is authorized by the Engineer in writing, each offending Contractor shall furnish additional labor, work overtime, or take other necessary means required to complete the work on or before the project completion date. No additional compensation beyond the set Contract price shall be paid for action taken or overtime expense incurred in maintaining scheduled progress.
- C. Each prime Contractor on the project shall give its progress schedule to the General Contractor for incorporation in a combined project schedule.
- D. The General Contractor shall prepare a combined Project Progress Schedule and shall update it monthly for presentation at project progress meetings. A copy of the combined Project Progress Schedule shall be submitted with the respective periodic estimate.
- E. All project schedules shall be on 11" x 17" or smaller size paper to facilitate ease of reproduction.

#### 1.11 SCHEDULE OF VALUES

- A. Provide a detailed breakdown of the agreed Contract Sum showing values allocated to each of the various parts of the Work, as specified herein and in other provisions of the Contract Documents.  
A Schedule of values is required to be compatible with the "continuation sheet" accompanying applications for payment.
- B. Type dated schedule on 8 1/2 in. X 11 in. white paper; Contractor's standard forms and computer printouts will be considered for approval by Engineer upon Contractor's request. Identify schedule with Project title, Name & Address of Contractor, and date of submission.
- C. Schedule shall list separately the installed labor and material value of the component parts of the Work in sufficient detail to serve as a basis for computing values for progress payments during construction.
  - 1. Identify each line item with the number and title of the respective major section of the specifications.
  - 2. Each item shall include a directly proportional amount of the Contractor's overhead and profit.
  - 3. For items where progress payments will be requested for stored materials, breakdown the value into the cost of the materials, delivered and unloaded; and the total installed value.
  - 4. For completed construction, subdivide as needed to identify costs for audit, inventory, insurance and replacement cost purposes.
- D. When so required by the Engineer, provide copies of the subcontracts or other data acceptable to the Engineer, substantiating the sums described.
- E. Use required means to assure arithmetical accuracy of the sums described.

#### 1.12 INSURANCE CERTIFICATES

- A. Submit a copy of the Contractor's current Workers' Compensation Certificate and all renewal Certificates until the date that Final payment is due. Coverage shall not lapse for any reason.

#### 1.13 PRODUCT AND WORK ITEM WARRANTIES AND BONDS

- A. Form of Submittals
  - 1. Bind in commercial quality 8-1/2 x 11 inch three D side ring binders with durable plastic covers.
  - 2. Cover: Identify each binder with typed or printed title WARRANTIES AND BONDS, with title of Project; name, address and telephone number of Contractor [and equipment supplier]; and name of responsible company principal.
  - 3. Table of Contents: Neatly type Table of Contents of the binder manual, with each item identified with the number and title of the specification section in which specified, and the name of Product or work item.
  - 4. Separate each warranty or bond with index tab sheets keyed to the Table of Contents listing. Provide full information, using separate typed sheets as necessary. List Subcontractor, supplier, and manufacturer, with name, address, and telephone number of responsible principal.
- B. Preparation of Submittals
  - 1. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within ten days after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until the Date of Substantial completion is determined.
  - 2. Verify that documents are in proper form, contain full information, and are notarized.
  - 3. Co-execute submittals when required.
  - 4. Retain warranties and bonds until time specified for submittal.



C. Time of Submittals

1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within ten days after acceptance.
2. Make other submittals within ten days after Date of Substantial Completion, prior to final Application for Payment.
3. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within ten days after acceptance, listing the date of acceptance as the beginning of the warranty period.

**PART TWO - PRODUCTS**

N/A

**PART THREE - EXECUTION**

3.01 DISTRIBUTION

- A. Distribution of reviewed and approved submittals will be made by the Engineer in accordance with PART FOUR of the individual specifications if addressed there, otherwise distribution will be as follows:
  1. Information for Record - One copy to Owner, Engineer, and Resident Project Representative.
  2. Review and Approval - After finding to be in general accordance with the Drawings and Specifications, the Engineer will issue a Construction Bulletin and distribute copies to the Contractor (the number submitted for its needs); one copy each for Owner, Engineer, and Resident Project Representative.

3.02 PERFORMANCE OF WORK

- A. Complete all work associated with submittals or required above.

**PART FOUR - SPECIAL PROVISIONS**

None

END OF SECTION

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**TESTING LABORATORY SERVICES**

**PART ONE - GENERAL**

**1.01 SECTION INCLUDES**

- A. Selection and payment.
- B. Contractor submittals.
- C. Laboratory responsibilities.
- D. Laboratory reports.
- E. Limits on testing laboratory authority.
- F. Contractor responsibilities.
- G. Schedule of inspections and tests.

**1.02 RELATED SECTIONS**

- A. Information Available to Bidders: Soil investigation data.
- B. General Conditions: Inspections, testing, and approvals required by public authorities.
- C. Section 01300 - Submittals: Manufacturer's certificates.
- D. Section 01700 - Contract Closeout: Project record documents.
- E. Individual Specification Sections: Inspections and tests required, and standards for testing.

**1.03 REFERENCES**

- A. ASTM C802 - Practice for Conducting an Inter-laboratory Test Program to Determine the Precision of Test Methods for Construction.
- B. ASTM C1021 - Practice for Laboratories Engaged in the Testing of Building Sealants.
- C. ASTM C1077 - Practice for Laboratories Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Laboratory Evaluation.
- D. ASTM C1093 - Practice for Accreditation of Testing Agencies for Unit Masonry.
- E. ASTM D290 - Recommended Practice for Bituminous Mixing Plant Inspection.
- F. ASTM D3740 - Practice for Evaluation of Agencies Engaged in Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction.
- G. ASTM D4561 - Practice for Quality Control Systems for an Inspection and Testing Agency for Bituminous Paving Materials.
- H. ASTM E329 - Practice for Use in the Evaluation of Inspection and Testing Agencies as Used in Construction.
- I. ASTM E543 - Practice for Determining the Qualification of Nondestructive Testing Agencies.
- J. ASTM E548 - Practice for Preparation of Criteria for Use in the Evaluation of Testing Laboratories and Inspection Bodies.
- K. ASTM E699 - Practice for Criteria for Evaluation of Agencies Involved in Testing, Quality Assurance, and Evaluating Building Components in Accordance with Test Methods Promulgated by ASTM Committee E6.

#### 1.04 SELECTION AND PAYMENT

- A. Include within the Contract Price an amount sufficient to cover all testing and inspecting required under this Section and other pertinent Sections of these Specifications, and to cover all testing and inspecting required by governmental agencies having jurisdiction and other tests and inspections as are directed by the Engineer.
- B. When initial tests requested by the Engineer indicate non-compliance with the Contract Documents, subsequent retesting occasioned by the non-compliance shall be performed by the same testing laboratory and the costs thereof shall be paid by the Contractor.
- C. Employment of testing laboratory in no way relieves Contractor of obligation to perform Work in accordance with requirements of Contract Documents.

#### 1.05 QUALITY ASSURANCE

- A. Comply with requirements of ASTM C301, ASTM C425, ASTM D2412, ASTM C802, ASTM D2444, ASTM C1021, ASTM C1077, ASTM C1093, ASTM D290, ASTM D3740, ASTM D4561, ASTM E329, ASTM E543, ASTM E548, ASTM E699, and ACI 613, ASTM C42, ASTM C39, and all applicable reference standards in these specifications.
- B. Laboratory: Authorized to operate in State in which Project is located.
- C. Laboratory Staff: Maintain a full time registered Engineer or certified specialist on staff to review services.
- D. Testing Equipment: Calibrated at reasonable intervals with devices of an accuracy traceable to either National Bureau of Standards or accepted values of natural physical constants.

#### 1.06 CONTRACTOR SUBMITTALS

- A. Prior to start of Work, submit testing laboratory name, address, and telephone number, and names of full time registered Engineer or specialist and responsible officer.
- B. Submit copy of report of laboratory facilities inspection made by Materials Reference Laboratory of National Bureau of Standards during most recent inspection, with memorandum of remedies of any deficiencies reported by the inspection.

#### 1.07 LABORATORY RESPONSIBILITIES

- A. Test samples of mixes submitted by Contractor.
- B. Provide qualified personnel at site. Cooperate with Engineer and Contractor in performance of services.
- C. Perform specified inspecting, sampling, and testing of Products in accordance with specified standards.
- D. Ascertain compliance of materials and mixes with requirements of Contract Documents.
- E. Promptly notify Engineer and Contractor of observed irregularities or non-conformance of Work or Products.
- F. Perform additional inspection and tests required by Engineer.
- G. Attend pre-construction meetings and progress meetings.

#### 1.08 LABORATORY REPORTS

- A. After each inspection and test, promptly submit two copies of laboratory report to Engineer, and to Contractor.
- B. Include:
  - 1. Date issued
  - 2. Project title and number
  - 3. Name of inspector

4. Date and time of sampling or inspection
5. Identification of product and specifications section
6. Location in the Project
7. Type of inspection or test
8. Date of test
9. Results of tests
10. Conformance with Contract Documents.

C. When requested by Engineer, provide interpretation of test results.

#### 1.09 LIMITS ON TESTING LABORATORY AUTHORITY

- A. Laboratory may not release, revoke, alter, or enlarge on requirements of Contract Documents.
- B. Laboratory may not approve or accept any portion of the Work.
- C. Laboratory may not assume any duties of Contractor.
- D. Laboratory has no authority to stop the Work.

#### 1.10 CONTRACTOR RESPONSIBILITIES

- A. Deliver to laboratory at designated location, adequate samples of materials proposed to be used which require testing, along with proposed mix designs.
- B. Cooperate with laboratory personnel, and provide access to the Work and to manufacturers' facilities.
- C. Provide incidental labor and facilities:
  1. To provide access to Work to be tested
  2. To obtain and handle samples at the site or at source of Products to be tested
  3. To facilitate tests and inspections
  4. To provide storage and curing of test samples.
- D. Notify Engineer and laboratory 24 hours prior to expected time for operations requiring inspecting and testing services.

#### 1.11 SCHEDULE OF INSPECTIONS AND TESTS

##### A. SOIL INSPECTION AND TESTING

1. Make required inspections and tests including, but not necessarily limited to:
  - a. Visually inspect on-site and imported fill and backfill, making such tests and retests as are necessary to determine compliance with the Contract requirements and suitability for the proposed purpose.
  - b. Make field density tests on samples from in-place material.
  - c. As pertinent, inspect the progress of excavating, filling and grading; make density tests at fills and backfills; and verify compliance with provisions of the Contract Documents and governmental agencies having jurisdiction.
2. Make and distribute necessary reports and certificates.

## B. CONCRETE INSPECTING AND TESTING

### 1. Portland cement:

- a. Secure from the cement manufacturer Certificates of Compliance delivered directly to the concrete producer for further delivery directly to the testing laboratory.
- b. Require the Certificates of Compliance to positively identify the cement as to production lot, bin or silo number, dating and routing of shipment, and compliance with the specified standards.
- c. If so required by the Engineer, promptly provide such other specific physical and chemical data as requested.

### 2. Aggregate:

- a. Provide one test unless character of material changes, material is substituted, or additional test is requested by the Engineer.
- b. Sample from conveyor belts or batching gates at the ready-mix plant:
  - 1) Sieve analysis to determine compliance with specified standards and grading.
  - 2) Specify gravity test for compliance with specified standards.

### 3. Laboratory design mix:

- a. After approval of aggregate, and whenever character or source of material is changed, provide mix design in accordance with ACI 613.
- b. Provide designs for all mixes prepared by a licensed civil engineer.

### 4. Molded concrete cylinders:

- a. Provide three test cylinders for each 150 cubic yard, or fraction thereof, of each class of concrete of each day's placement.
- b. Test one cylinder at seven (7) days, one at twenty-eight (28) days, and one when so directed.
- c. Report the mix, slump, gauge, location of concrete in the structure and test results.
- d. Take specimens and make tests in accordance with the applicable ASTM standard specifications.

### 5. Core tests:

- a. Provide only when specifically so directed by the Engineer because of low cylinder test results.
- b. Cut from locations directed by the Engineer, securing in accordance with ASTM C42, and prepare and test in accordance with ASTM C39.

### 6. Placement inspections:

- a. On concrete over 2000 psi, provide continuous or other inspection as required by governmental agencies having jurisdiction.
- b. Throughout progress of concrete placement, make slump tests to verify conformance with specified slump.
- c. Using all required personnel and equipment throughout progress of concrete placement, verify that finished concrete surfaces will have the level or slope that is required by the Contract Documents.

## C. CONCRETE REINFORCEMENT INSPECTING AND TESTING

1. Prior to use, test all reinforcement steel bars for compliance with the specified standards.

- a. Material identified by mill test reports, and certified by the testing laboratory, does not require additional testing. Require the supplier to furnish mill test reports to the testing laboratory for certification.
  - b. Tag identified steel at the supplier's shop. When steel arrives at the job site without such tags, test it as unidentified steel.
2. Unidentified steel:
    - a. Have testing laboratory select samples consisting of two (2) pieces of each size, each 18" long.
    - b. Have the testing laboratory make one tensile test and one bend test for each 2-1/2 tons or fraction thereof of each size of unidentified steel.
  3. Provide continuous inspection for all welding of reinforcement steel.

#### D. STRUCTURAL STEEL INSPECTING AND TESTING

1. Prior to use, test all structural steel for compliance with the specified standards.
  - a. Material identified by mill test reports and certified by the testing laboratory does not require additional testing. Require the supplier to furnish mill test reports to the laboratory for certification.
  - b. Tag identified steel at the supplier's shop. When steel arrives at the job site without such tags, test it as unidentified steel.
2. Unidentified steel:
  - a. Have testing laboratory make one tensile test and one bend test for each five (5) tons or fraction thereof of each shape and size of unidentified structural steel.
3. Shop Welding:
  - a. Provide qualified testing laboratory inspector.
  - b. On single pass welds, inspect after completion of welding and prior to painting.
  - c. On multiple pass welds, and on butt welds with cover pass on the back side, provide continuous inspection.
4. Field welding:
  - a. Provide continuous inspection by a qualified testing laboratory inspector.

#### E. SEWER PIPE AND JOINT MATERIAL TESTING

1. Vitrified Clay Pipe
  - a. Tests for clay pipe shall be made on four (4) specimens of each size and type of pipe as selected by the Engineer which pipe shall be furnished by the manufacturer. Tests shall be made by an independent testing laboratory approved by the Engineer and shall be at the Contractor's expense. Tests shall be made in accordance with current standards of ASTM C301 and ASTM C425.
  - b. All clay sewer pipe shall be subject to inspection on the job by the Engineer. The purpose of the inspection shall be to cull and reject pipe that, independent of the physical tests, fails to conform to the requirements of these specifications.
2. PVC Pipe
  - a. Test for PVC gravity sewer pipe shall be made by an independent testing laboratory, approved by the Engineer and shall be at the Contractor's expense.
  - b. Drop Impact Test: Pipe (6" long section) shall be subjected to impact from a free falling tup (20 lb. Tup

A.) in accordance with ASTM Method of Test D2444. No shattering or splitting shall be evident when the following energy is impacted.

<u>Nominal Size</u>	<u>Ft. - lbs.</u>
4	150
6	210
8	210
10	220

- c. Pipe Stiffness: Minimum pipe stiffness (F/Y) at 5% deflection shall be 46 psi for all sizes when tested in accordance with ASTM Methods of Test D2412, "External Loading Properties of Plastic Pipe by Parallel Plate Loading."
- d. Joint Tightness: Two (2) sections of pipe shall be assembled in accordance with the manufacturer's recommendation. Joints shall be tested in accordance with ASTM D3212, "Joints for Drain and Sewer Plastic Pipe Using Flexible Elastomeric Seals."
- e. Flattening: There shall be no evidence of splitting, cracking or breaking when the pipe is tested as follows: Flatten specimen of pipe six (6) inches long between parallel plates in a suitable press until the distance between the plates is 40 percent of the outside diameter of the pipe. The rate of loading shall be uniform and such that the compression is completed within two to five (2-5) minutes.

3. C900 Pipe

- a. Testing: See Section 02634 PVC PIPE (AWWA C900)

4. Ductile Iron Pipe

- a. Testing: See Section 02625 DUCTILE IRON PIPE & FITTINGS

F. WAIVER OF INSPECTION AND/OR TESTS

- 1. Specified inspections and/or tests may be waived only by the specific approval of the Engineer, and such waivers will be expected to result in credit to the Owner equal to normal cost of such inspection and/or test.

**PART TWO - PRODUCTS**

Not Used

**PART THREE - EXECUTION**

Not Used

**PART FOUR - SPECIAL PROVISIONS**

None

END OF SECTION



TEMPORARY WORK FACILITIES AND PROJECT CONTROLS**PART ONE - GENERAL****1.01 DESCRIPTION**

- A. Section 01500 specifies requirements related to preliminary work and temporary items, facilities, and control of the project Work including:
- 1.02 Conformity with Drawings & Specifications (incl. Field Engineering)
  - 1.03 Cutting & Patching Existing Structures and Buried Improvements
  - 1.04 Maintenance of Existing Operations
  - 1.05 Cooperation of Contractor(s)
  - 1.06 Road Maintenance and Restoration
  - 1.07 Temporary Parking, Access Roads, and Paving of Trenches
  - 1.08 Maintaining Traffic & Utilities in Right-Of-Ways
  - 1.09 Barricades, Signs, Lights, & Site Safety
  - 1.10 Environmental Protection
  - 1.11 Night, Sunday and Holiday Work
  - 1.12 Specific Contractor Responsibilities
    - General Contractor
    - Electrical Contractor
    - Prime Contractors
  - 1.13 Unauthorized Work
  - 1.14 Use of Site
  - 1.15 Use of Explosives
  - 1.16 Construction Photographs
  - 1.17 Construction Audio-Color Video Taping
  - 1.18 Quality Assurance
  - 3.01 Maintenance and Removal
  - 3.02 Water Control
  - 3.03 Erosion and Sediment Control
  - 3.04 Notification of Utility Owners
  - 3.05 Failure to Perform Section Provisions
- B. Other related Sections that may or may not be part of this project work include, Section 01410 Testing Laboratory Services, Section 01590 Field Offices, and others.

**1.02 CONFORMITY WITH DRAWINGS & SPECIFICATIONS**

- A. All Work shall conform to the lines, grades, cross sections, dimensions, and directions shown on the Drawings and specified unless altered by the Engineer. Alterations and deviations, as may be required or desired, shall be approved in writing by the Engineer.
- B. Field engineering shall be performed by Professional Engineers registered in the State of the project location. Surveying shall be performed by Professional Surveyors registered in the State of the Project location. Engineers and Surveyors, acceptable to the Engineer, shall submit Insurance Certificates giving evidence that they have current Errors and Omissions insurance coverage. The Contractor's Engineers and Surveyors shall,
- 1. Verify and protect all survey control and reference points before starting field construction work. Establish two or more permanent benchmarks on site that are referenced to established control points. Record benchmark location descriptions, with horizontal and vertical data, on Project Record Documents. If a survey control or reference point is disturbed, notify the Owner's Engineer prior to re-establishing. Any discrepancies shall be promptly reported to the Owner's Engineer for resolution.
  - 2. Establish and periodically verify elevations, lines, grades, and levels. Locate and lay out all improvements by surveying or other appropriate instruments. Verify that all proposed improvements are constructed on Owner's property and that dimensions, locations, angles, and elevations of the constructed work are in accordance with the Drawings. On unit price items, determine and certify quantities for payment requests.

- C. Contractor shall maintain a set of Contract Documents solely for use as the Project Record Documents. The Project Record Documents shall note all deviations from the original bid documents and reflect actual constructed conditions. Contractor shall have said documents available at each progress meeting to verify that deviations are being recorded as they are encountered.

#### 1.03 CUTTING & PATCHING STRUCTURES AND BURIED IMPROVEMENTS

- A. Where existing surface structures and buried improvements are shown on the Drawings, their location, depth, configuration, and dimensions are believed to be reasonably representative based on the data used in preparing the Drawings, but such representations are not guaranteed. Such improvements are shown for general informational purposes and shall not be construed to represent that in all cases, the improvements will be as shown on the Drawings.
- B. Where cutting and patching to structures or other buried improvements are noted or required, examine and assess existing conditions prior to commencing the Work, including elements subject to damage or movement during cutting and patching. Beginning to cut or patch shall be Contractor's acceptance of existing conditions.

##### 1. PREPARATION

- a. Provide temporary supports to ensure structural integrity of the Work. Provide devices and methods to protect other improvements from damage.
- b. Provide protection from elements for areas that may be exposed by uncovering work.
- c. Maintain excavations safe and free of water.

##### 2. CUTTING

- a. Execute excavation and backfill as required in accordance with Section 02220 and perform cutting and patching Work.
- b. Uncover work to install improperly sequenced work.
- c. Remove and replace defective or non-conforming work.
- d. Remove samples of installed work for testing when requested.
- e. Provide openings in the Work for the penetration of mechanical and electrical work, or for other purposes.
- f. Employ original installer or qualified equal to perform cutting for weather exposed and moisture resistant elements, and sight-exposed surfaces.
- g. Cut rigid materials using masonry saw, core drill, or other appropriate cutter. Pneumatic tools are not allowed without prior approval.

##### 3. PATCHING

- a. Execute patching to complement adjacent Work.
- b. Fit products together so they properly integrate with other Work.
- c. Execute work by methods that avoid damage to other Work, and that will provide appropriate surfaces to receive patching and finishing.
- d. Employ original installer or qualified equal to perform patching for weather exposed and moisture resistant elements, and sight-exposed surfaces.
- e. Restore work with new products in accordance with requirements of Contract Documents.
- f. Fit work air and water tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.

- g. Refinish surfaces to match adjacent finish. For continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.

#### 1.04 MAINTENANCE OF EXISTING OPERATIONS

- A. The function of all critical existing piping systems, collection systems, treatment facilities, and pumping facilities shall be maintained throughout the construction of the Work. When construction requires interruption of any critical operation or function, the contractor(s) shall first seek written approval from the Owner through the Engineer. Unless approval is secured in writing to the contrary, the contractor(s) shall do whatever is required to maintain continuous operation of the existing systems and facility functions. This may require, but is not limited to bypass pumping, overland piping, temporary treatment units, auxiliary power, and supporting appurtenances. All interruptions shall be kept to a minimum.

#### 1.05 COOPERATION OF CONTRACTOR(S)

- A. The contractor(s) shall plan and perform their work to minimize interference with the operation of the Owner, other contractors, utilities, or public facilities on or near the Work.
- B. The Owner reserves the right to perform other work by contract or otherwise, and to permit other public entities, utilities, or others to perform work on or near the Work site during the construction period. If a conflict arises that cannot be resolved by the conflicting parties, the Owner will determine when and how the Work will proceed. Claims for delay or inconvenience due to such other parties working on the site will not be considered.

#### 1.06 ROAD MAINTENANCE & RESTORATION

- A. Temporary road paving shall be provided and maintained on all pavements disturbed by the Work. Where the Work site is a pumping, treatment, similar, or related facility, and suitable access roads for operating personnel and deliveries shall be provided and maintained, as required.
- B. Permanent pavement and final restoration shall be performed as the project approaches completion but no later than the last paving season prior to the Contract completion date.

#### 1.07 TEMPORARY PARKING, ACCESS ROADS, AND PAVING OF TRENCHES

- A. The Contractor shall provide and maintain adequate temporary parking spaces at locations approved by the Engineer on or near the Work site. The parking spaces shall be used for the contractors' personnel and their visitors. Upon completion of the Work, remove and restore the disturbed area, as required.
- B. Construct temporary all-weather access roads, including bridges and culverts as necessary, to serve the construction area. Width and load bearing capacity of the roads shall be sufficient to provide low maintenance and safe unimpeded traffic flow during construction.
- C. Temporary paving, consisting of a gravel base and a 2-inch wearing course, shall be applied to all trench excavations in paved areas immediately after the excavation trench has been backfilled and compacted. Temporary paving shall be installed and maintained to the level of the surrounding roadway.

#### 1.08 MAINTAINING TRAFFIC & UTILITIES IN RIGHT-OF-WAYS

- A. Where the Work is located on or in public streets, roads, or highways, the Contractor shall perform the work to minimize danger and inconvenience to the public. Roadways and pedestrian paths, affected by the construction work, shall be maintained and kept clean and safe. This includes providing free access to hospitals, schools, and other such facilities, and providing temporary driveways, bridges, stream crossings, and walkways as necessary.
- B. Emergency vehicle access shall be provided to the Work site and to adjacent property at all times. If the work requires closure to vehicle access, the Contractor shall notify and obtain the approval of the Engineer, fire, police, and emergency medical providers of such closure. Closure time shall be kept to a minimum.
- C. Provide free access to all fire hydrants, water valves, gas valves, traffic control panels, and other important utility improvements located on the site and along the line of the work.

- D. Maintain gutters, waterways, and sewer systems affected by the work.

#### 1.09 BARRICADES, SIGNS, LIGHTS & SITE SAFETY

- A. The Contractor shall employ guards for the work, when and as necessary to provide site safety. The Contractor shall erect and maintain such strong and suitable barriers, signs, and warning lights as will effectively prevent accidents and injury to people and property. Adequate lighting shall be maintained between the hours of one-half (1/2) hour before sunset and one-half (1/2) hour after sunrise.
- B. No excavation shall be left open for any significant period awaiting further work by the Contractor's forces or by others. Excavations shall be temporarily backfilled and resurfaced if applicable with a temporary pavement passable to traffic.
- C. In addition to other safety requirements, a fence at least four (4) feet high shall surround any excavation left open at the end of the day.
- D. The Contractor shall be responsible for complying with all local, State, and Federal regulations pursuant to maintaining traffic, safety notification, construction methods and obtaining all necessary construction permits.
- E. Construction safety measures shall comply with Department of Labor Occupational Safety and Health Regulations for Construction.

#### 1.10 ENVIRONMENTAL PROTECTION

- A. When the Work includes an existing sanitary sewerage collection system or a treatment facility, the General Contractor shall be responsible for maintaining all sanitary and process flow streams, and plant functions. Provisions shall be made for the temporary piping, pumping, storage and/or disposal of flow streams during periods when the operation of the sewers or treatment facilities are hindered or disrupted by the Work.
- B. Provide on-site sanitary facilities for project workers.
- C. All prime contractors shall perform their work in such a manner as to eliminate all unnecessary noise, dust, and odors.
- D. Maintain all equipment in compliance with all standards as required by the Occupational Safety and Health Act.
- E. Take whatever action is necessary and provide all labor, tools, equipment, and machinery to adequately handle all wastewater, surface, and flood flows that may be encountered during the performance of the work. At no time shall any contractor cause the discharge of untreated wastewater to the environment.
- F. It shall be the responsibility of each contractor to prevent or limit unnecessary loud noise and the pollution of air and water resulting from the construction operations.
- G. The Contractor shall perform work required to prevent soil from eroding or otherwise entering onto all paved areas and into natural watercourses, ditches, and public sewer systems, and to prevent dust attributable to the construction operations from entering the atmosphere.
- H. Construction sequencing shall be planned to minimize the size and time of exposure of disturbed areas. Scheduling of clearing, grading and stabilization shall reflect the construction capabilities of the Contractor as well as climate factors.
- I. Trenches shall be backfilled at the end of each working day. Backfilling shall be conducted in a manner appropriate to avoid accelerated erosion until temporary and/or permanent stabilization is affected.
- J. Dust from unpaved streets or parking areas and dust remaining after sweeping paved streets shall be controlled with calcium chloride dust palliative or as otherwise directed by the Engineer.
- K. Existing vegetation shall be protected as much as possible during construction.
- L. During construction, all contractors are prohibited from unnecessarily disturbing or uprooting trees and vegetation. Special care shall be taken so as not to disturb trees and vegetation along stream banks and in the

vicinity of streams; dumping soil or debris into streams or on stream banks; changing the course of streams without encroachment permits; leaving coffer dams in streams; leaving temporary stream crossings for equipment; operating equipment in streams; or discharging silt laden water into streams.

- M. All stockpiled topsoil and fill materials shall be protected from soil erosion by the use of a filter fabric or straw bale barrier constructed around the perimeter of the stockpiled material. The stockpiled material shall not be placed within fifty feet of any stream or channel bank.
- N. Stockpiling excavated material shall not be allowed on roadways or right-of-ways unless written permission is received by the Contractor, and transmitted to the Owner, from the legislative agency or property owner responsible for the maintenance of the area where the material is to be stockpiled.
- O. All top soil, excavated from areas where cuts and fills are to be made, shall be stockpiled on a level area enclosed in an erosion barrier and stabilized for use after the final sub grade is completed.
- P. All disturbed unpaved areas that are to be exposed for more than thirty days shall be provided with a seed and mulch cover. The seed shall be a blend of 40% Kentucky bluegrass, 40% Creeping Red Fescue, and 20% Perennial Rye applied at a rate of 5 pounds per 1000 S.F. The seeding shall include a uniform application of 12-12-12 fertilizer applied at a rate of 20 pounds per 1000 square feet and covered by 1/4 inch of soil and straw mulch applied at a rate of three tons per acre or approved equal.
- Q. Mulch shall be used on all areas where temporary or final stabilization cannot be performed due to unfavorable weather conditions. Mulching materials shall be straw, wood, or wood cellulose fibers, or erosion control fabric in conformance with the requirements of the project specifications.
- R. All temporary and final plantings shall be maintained for thirty calendar days after all planting is complete and approved by the Engineer. Maintenance shall include necessary watering, weeding, cultivating, spraying and pruning to keep plant materials in a healthy growing condition, and to keep planted areas neat and attractive during the maintenance period. At the end of the maintenance period, all plant materials shall be in healthy growing condition.
- S. Final stabilization of all disturbed areas shall be performed in compliance with the project Specifications.
- T. Water containing suspended material from any part of the Contractor's operations shall be clarified before discharging to storm sewers, channels, or streams.
- U. The Contractor shall construct and maintain filters, sedimentation traps, or stilling basins with overflows to clarify waters containing suspended materials from fill areas, excavations, deep wells, well points, and disposal sites before discharging to drains or streams.
- V. The Contractor shall carry out cleanup, grading, seeding, planting and restoration of the work area as early as practical as the construction proceeds.
- W. After the construction is completed, the temporary paving and seeding shall be replaced with final paving and seeding as specified.
- X. If rodents are found to be present, provide appropriate rodent control.

#### 1.11 NIGHT, SUNDAY AND HOLIDAY WORK

- A. No work will be permitted at night, Sunday or legal holidays except in the case of emergency. Except for emergency work, the written authorization of the Engineer shall be required. Where no emergency exists, but the Contractor feels it advantageous to work at night, Sunday or legal holidays, the Contractor shall notify the Engineer at least two days in advance, requesting written permission. Any work performed during the absence of the Engineer will be done at the Contractor's risk and responsibility, and may be subject to rejection upon later inspection.

#### 1.12 SPECIFIC CONTRACTOR RESPONSIBILITIES

- A. The General Contractor shall provide all temporary water, heating, lighting, and power required to construct the Work that is not specifically specified to be provided by others, until such time as the Owner takes beneficial use of the work.

1. Pay all utility charges related to providing temporary electrical power and lighting that is required to construct the Work until the Work is placed into the beneficial service of the Owner.
  2. Provide fuel for building/structure temporary heating, if any.
  3. Provide temporary building or structure heat, heating equipment, and security lighting to protect the work until it is complete and ready for Owner's occupancy. Such equipment shall meet all requirements of the N.E.C., O.B.B.C. and the local codes for temporary construction services.
    - a. Any prime contractor that has special, out of the ordinary heating, lighting, or power requirements for the work of its trades, shall provide those special needs including any related equipment.
  4. Provide Resident Engineer's Office (see Section 01590, if included in this project)
  5. Project Sign (see Section 01580, if included in this project)
  6. Provide adequate water for drinking and for construction needs including supply lines as necessary to such locations that will expedite construction.
  7. Provide and maintain barricades, signs, signal lights, fences, guards, flaggers and all other security and safety equipment required to protect the public, the Work, and the Owner's Work-related facilities and operations. Restrict entry to the Work site to authorized people and vehicles. Maintain, and make available to Engineer and Owner upon request, a log of workers and visitors.
  8. Provide environmental protection
  9. Provide temporary paving
  10. Provide temporary construction required to maintain the operation of the existing facilities or existing facility function.
  11. Provide temporary plugs, blind flanges, bulkheads, piping, connections, pumping, valves, sheeting, shoring, bracing, sanitary facilities, treatment process function, and similar work or items that may be needed while constructing the Work.
  12. Provide a temporary Contractor's office located on the Work site until completion of the Contract. An authorized agent shall be present at all times while the work is in progress.
  13. Provide all articles necessary for giving "First Aid to the Injured" on the job site. Maintain and display an adequate plan for the immediate removal and emergency treatment of anyone injured or who becomes critically ill on the work site.
  14. Arrange for the installation of temporary electrical service for construction purposes as well as make provisions to adequately protect all transformers and any associated temporary power equipment throughout the course of construction.
  15. Protect the Work against weather damage and the operations of other trades. The General Contractor shall be responsible for the proper use of all temporary wiring systems until they are removed.
- B. The Electrical Contractor shall provide all temporary electrical service and power distribution, except as specifically excluded, for the Work as called for herein or required.
1. Provide, maintain, and remove when no longer needed, all temporary power service required to maintain all critical treatment processes and operations during the construction of the Work.
  2. Provide and maintain temporary power installations as required by all of the prime contractors for construction purposes (including extending temporary service from the utility supply to the various project construction areas). Required installations and maintenance includes general lighting, power, and telephone requirements; connections for temporary heat; and power installations and telephone hookups to the Engineer's field office and to all prime contractors' trailers and work sheds.

3. Power for any electric arc welding shall be excluded from the requirements for temporary power service. Power for any electric arc welding equipment shall be furnished complete by the contractor whose trades require the welding.
  4. Provide power in accordance with the General Contractor's construction schedule.
  5. Pay all utility charges for step down transformers, metering or other materials.
  6. Provide at least one full-time electrician to satisfy temporary electrical service needs. The electrician shall be on site when any trade is working that requires temporary power. The electrician may be engaged in other phases of the Work while on site. When electrical services are required to serve the needs of other prime contractors outside of normal working hours, payment for the temporary power electrician shall be negotiated between the Electrical Contractor and the prime contractor(s) requiring the extended-time service.
  7. Conform all electrical work for construction purposes to Federal and State (Ohio Safety Code IC-3) requirements as well as the requirements of the National Electrical Code. The cost to obtain and pay for required applications, permits and inspection pertaining to this work shall be included in the Electrical Contractor's bid.
  8. Install temporary work in such a manner as not to interfere with the permanent construction. If interferences do occur, it shall be the responsibility of the Electrical Contractor to make such changes as may be required to overcome the interferences.
  9. Furnish and install not less than 200 watt lamps for general lighting, and all fuses as may be required for a complete job. Replacement of lamps, fuses, including that caused by theft, will be the responsibility of the Electrical Contractor throughout the life of the project.
- C. Any prime contractor that has special heating, lighting, or power requirements for the work of its trades, shall provide the special needs including any related equipment. Power for electric arc welding equipment shall be furnished complete by the trades requiring the welding. Each prime contractor shall provide and pay for its own extensions for lights or power tools beyond the receptacle outlets provided by the Electrical Contractor.
1. Each prime contractor shall properly dispose of all debris removed or resulting from its work.
- 1.13 UNAUTHORIZED WORK
- A. Work done beyond the lines shown on the Drawings, specified, or ordered; work done without required inspection; or any Extra work performed without written authorization will be considered unauthorized work and will not be paid for under the provisions of the Contract. Work so performed may be ordered removed at Contractor's expense.
- 1.14 USE OF SITE
- A. Owner will make a reasonable effort to accommodate the needs of the Contractor for his operation so long as his operation does not materially interfere with the safety or required operation of the site facilities.
  - B. Where the work is to be constructed upon or within a temporary or permanent easement, the easement(s) shown on the Drawings will be secured by the Owner without cost to the Contractor. When the work is constructed in or within 10 feet of an easement, the Contractor shall adequately stake the easement limits and shall not enter upon or occupy any private property that it does not have a written agreement to do so.
  - C. All improvements and surfaces disturbed by the Contractor's work shall be properly maintained during construction and be returned to their original or better condition upon completion of the project.
- 1.15 USE OF EXPLOSIVES
- A. When the use of explosives is authorized by the Engineer, the storage, handling, protection methods, and firing of the explosives shall be performed only by people highly experienced in such work. The Contractor agrees and warrants that when explosives are used, all State laws, local ordinances, and applicable safety requirements will be strictly met. Contractor shall be responsible for all damage resulting from the use of the explosives.

#### 1.16 CONSTRUCTION PHOTOGRAPHS

- A. Unless excluded in PART FOUR, provide photographs by an experienced photographer, acceptable to Engineer, of the site and construction throughout the progress of Work.
- B. Take photographs at least 15 days prior to each application for payment and as necessary to provide the clear, chronological record of construction steps performed in constructing the proposed facilities. Specifically, photographs shall document,
  - 1. Site clearing
  - 2. Excavations and buried pipe installations
  - 3. Foundations and below-ground structures
  - 4. Structural framing
  - 5. Enclosure of building
  - 6. Equipment
  - 7. All other work
  - 8. Final Completion
- C. Take the following photographs to evidence existing conditions when applicable,
  - 1. Interior views: From points that show all locations of proposed work.
  - 2. Exterior views:
    - a. To view each structure and/or all locations of utility and underground services, and to show all work adequately. The average distance between photograph shots along the route of a utility or underground service shall be 50 feet unless otherwise approved by the Engineer.
    - b. Include in photographic coverage all driveways, sidewalks, curbs, ditches, streets, landscaping, trees, shrubs, culverts, catch basins, retaining walls, visible utilities and building exteriors within the zones of influence.
- D. Take photographs of soil erosion and sedimentation controls on a routine basis.
- E. Prints requirements:
  - 1. Full color; three prints of each view; Smooth Paper Surface; High Contrast; Minimum size 4 inch x 6 inch
  - 2. Identify each print on back. Identify name of Project, contract number, phase, orientation of view, name and address of photographer, and photographer's numbered identification of exposure.
  - 3. Identify the date and time of print on front, lower right corner.
  - 4. Photographs shall be inserted into clear vinyl carrier sheets (8-3/8" x 11-3/16") chronologically in numerical order and bound in "D" ring type binders. Each binder shall contain an index identifying each photograph and coordinating it with its specific location.
- F. Digital Files:
  - 1. Deliver Digital Files on disk to Engineer with project record documents. Catalog and index digital files in chronological sequence; provide typed table of contents.
- G. Technique:
  - 1. Provide factual presentation.



2. Provide correct exposure and focus, high resolution and sharpness, maximum depth of field, and minimum distortion.

H. Views:

1. Provide photographs from locations as necessary to provide diversified overall views of all the performed work from positions that are to remain accessible throughout the progress of the work
2. Consult with Engineer for instructions on specific views required.

I. Deliver prints with each Application for Payment with transmittal letter specified under Section 01300.

1.17 CONSTRUCTION AUDIO- COLOR DIGITAL RECORDING

A. Unless excluded in PART FOUR, provide audio-color digital video recording on DVD of the project construction site.

1. Provide Pre-Construction, during construction and completion of construction videos of the construction site and existing facilities (interior and exterior) to be affected by the Work.

B. Quality Assurance

1. Secure the services of a professional videographer who is skilled and experienced in construction audio-color video recording and whose work samples are acceptable to the Engineer.
2. Do not replace the videographer without the Engineer's written approval.

C. Submittals

1. Comply with pertinent provisions of Section 01300.
2. Except as otherwise directed and separately paid for, submit three copies of each audio-video DVD.

D. Preliminary Video Record

1. Prior to beginning construction, the General Contractor shall video the construction area to provide a true and accurate video record of the project site. The video shall be a high resolution DVD that will provide for a clear and concise picture playback and for "still" frame reviews.

E. System Description

1. Prior to the start of any construction activities, audio-video recording is required along water and sewer line routes, roadways, and at structures that will or may be affected by the work.
2. The recording equipment must be able to produce quality color pictures for the purpose of providing permanent documentation of existing condition of construction areas.
3. The video portion of the recording shall reproduce a bright, sharp, clear picture with accurate color, free from distortion, drop out, tearing or other forms of picture imperfection.
4. The audio portion of the recording shall be clear, at a proper volume, and free from distortion.

F. Product Data, Samples and Certificates

1. Submit product data on camera and type of DVD to be used, including name, make and model number.
2. Submit sample of work on a prior project, demonstrated for Engineer, to assure quality requirements.
3. Submit written certificate that all requirements of the audio-video color recording were accomplished in accordance with this Section.

#### G. Equipment

1. Audio-Video Color DVD: Standard Full size 800mb DVD.
2. Camera: Video output from camera capable of producing a minimum of 300 lines of horizontal resolution at center with minimum light lag; produce optimum color imagery with a minimum of 7 foot-candles of illumination; provide a video signal-to-noise ratio of at least 49 Db; produce quality color picture of images at varying distances and angles as required for this project.
3. Alpha-Numeric Displays: Video recording must contain continuous display of simultaneously generated transparent digital information including date and time of recording, engineering stationing, name of street/easement/building, direction of travel, and viewing side.

#### H. Digital Recording

1. Investigate visually all areas prior to recording, making notation of features not readily visible on DVD. This would include, but not be limited to, culverts, catch basins, manholes, and any obstruction that may be partially buried.
2. Record all measurements including size, type, and condition of features observed during inspection.
3. All recording must be done during times of good visibility. No outside recording will be allowed during periods of visible precipitation or when ground is covered with snow, leaves or debris without written approval of Engineer.
4. Furnish all power for auxiliary lighting required to fill in shadow areas caused by trees, utility poles, road signs, and other such objects, as well as other conditions requiring artificial illumination in order to produce the proper detail and perspective on the recordings.
5. Do not exceed forty-eight (48) feet per minute (15 meter per minute) average rate of speed in the direction of travel during recording. Control direction of travel during recording. Control panning rates and zoom-in, zoom-out rates in a manner that produces clarity of subject during playback.
6. When conventional wheeled vehicle is used for recording, provide eight (8) foot (2.4 m) minimum camera lens to ground distance to insure proper perspective. In areas not accessible to conventional wheeled vehicles, provide coverage by walking or special conveyance but with the same requirement for recorded quality and content as specified herein.
7. Properly identify all DVD's and associated cases by number, location and project name under direction of the Engineer.
8. Begin each recording with the current date, project name, and municipality, general location and viewing side and direction of progress.
9. Conduct all recording in the presence of the Engineer unless waived by the Engineer. The Engineer or a person approved by the Engineer will conduct the audio portion.
10. Include recorded coverage of, but not limited to, all existing driveways, sidewalks, curbs, ditches (drainage pattern is of particular concern), streets (including full width paving condition), landscaping, trees, shrubbery, culverts, catch basins, headwalls, retaining walls, fences, visible utilities, and all building exteriors located within the zone of influence of construction. Of particular concern are existing faults, fractures, defects, or other imperfections. The term street is understood to mean street, highway, avenue, boulevard, road, alley, lane, driveway, parking lot, etc., and all adjacent areas within the possible zone of influence.
11. Houses and buildings to be identified both visibly and audibly by house or building number, when possible, in such a manner that the progress of the recording and the proposed route of construction may be located by reference to houses and buildings.
12. Record by audio-video all easements for the full width of permanent and temporary easements and all other adjacent areas within the zone of influence. Easements are understood to mean all areas not in streets that require recorded coverage by walking or other special conveyance as opposed to normal

wheeled conveyance in street areas. Also include in this coverage, areas that are intended to be used for construction access, storage or waste areas, and other Contractor activities.

I. Delivery of DVD's

1. Deliver DVD's to Engineer prior to construction work within area of influence.
  - a. DVD's must be submitted prior to the Contractor's request for the initial progress payment.
2. Supply with DVD's a record of the contents of each DVD on a run sheet identifying each segment in the tape by location; street or easement viewing side, traveling direction, engineering station; referenced to counter numbers. Include a report reviewing findings of visual inspection.
3. Furnish brief report and inventory of all DVD's completed, referenced by location and tape number.
4. All DVD's and written records must be delivered to the Engineer. This information becomes the property of the Owner.
5. The video expense shall be part of the Contractor's obligation.

J. Video Records of Sewers

1. All sewers installed under this contract shall be video recorded in accordance with the following at no additional cost to the Owner:
  - a. After cleaning, manhole sections shall be visually inspected by means of closed-circuit video. The inspection shall be done one manhole section at a time and the flow in the section being inspected will be suitably controlled.
  - b. The video camera used for the inspection shall be one specifically designed and constructed for such inspection. Lighting for the camera shall be suitable to allow a clear picture of the entire periphery of the pipe. The camera shall be operative in 100% humidity conditions. The camera, video monitor, and other components of the video system shall be capable of producing picture quality to the satisfaction of the Engineer.
  - c. The camera shall be moved through the line either direction at a moderate rate, stopping when necessary to permit proper documentation of the sewer's condition. In no case shall the video camera be pulled at a speed greater than 30 feet per minute. Manual winches, power winches, video cable, and powered rewinds or other devices that do not obstruct the camera view or interfere with proper documentation of the sewer conditions shall be used to move the camera through the sewer line. If, during the inspection operation, the video camera will not pass through the entire manhole section, the Contractor shall set up his equipment so that the inspection can be performed from the opposite manhole. If again, the camera fails to pass through the entire manhole section, the inspection shall be considered complete and no additional inspection work will be required.
  - d. When manually operated winches are used to pull the television camera through the line, telephones or other suitable means of communication shall be used to set up between the two manholes of the section being inspected to insure good communication between members of the crew.
  - e. Measurement for location of defects and lateral connections shall be above ground by means of a meter device. Marking on the cable, or the like, which would require interpolation for depth of manhole, will not be allowed. Accuracy of the distance meter shall be checked by use of a walking meter, roll-a-tape, or other suitable device. Accuracy shall be satisfactory to the Engineer.
2. Documentation shall be as follows:
  - a. Video Inspection Logs: Printed location records shall be kept by the Contractor that clearly shows the location in relation to an adjacent manhole of each infiltration point observed during inspection. In addition, other points of significance such as locations of building sewers, unusual conditions, roots, storm sewer connection, broken pipe, presence of scale and corrosion, and other discernible features will be recorded and a copy of such records will be supplied to the Owner.

- b. Photographs: Instant developing, 35 mm, or other standard-size photographs of the video picture of problems shall be taken by the Contractor upon request of the Owner's Representative, as long as such photographing does not interfere with the Contractor's operations.
- c. DVD Recording: The purpose of DVD recording shall be to supply a visual and audio record of problem areas of the lines that may be replayed. DVD recording playback shall be at the same speed that it was recorded.

#### 1.18 QUALITY ASSURANCE

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality.
  - 1. Comply with manufacturers' instructions, including each step in sequence.
  - 2. Should manufacturers' instructions conflict with Contract Documents, request clarification from Engineer before proceeding.
  - 3. Comply with specified allowances and standards as minimum quality for the Work except where more stringent codes or specified requirements indicate higher standards or more precise workmanship.
  - 4. Perform work with people qualified to produce quality workmanship.
  - 5. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.
- B. Monitor Tolerances:
  - 1. Monitor tolerance control of installed products to produce acceptable quality Work. Do not permit tolerances to accumulate.
  - 2. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Engineer before proceeding.
  - 3. Adjust products to appropriate dimensions; position before securing in place.
- C. Prepare Mock-Ups:
  - 1. Tests will be performed under provisions identified in product specification sections.
  - 2. Assemble and erect specified items with specified attachment and anchorage devices, flashings, seals, and finishes.
  - 3. Accepted mock-ups are representative of the quality required for the Work.
  - 4. Where mock-up has been accepted by the Engineer and was specified to be removed; remove mock-up and clear area when directed to do so.
- D. Manufacturers' Field Services and Reports:
  - 1. When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust and balance of equipment and as applicable, and to initiate instructions when necessary.
  - 2. Submit qualifications of observer to Engineer 30 days in advance of required observations. Observer shall be subject to the approval of Engineer.
  - 3. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.
  - 4. Submit a report in duplicate within 30 days of observation to Engineer for information.

E. Workers and Equipment:

1. The Contractor shall employ only competent and efficient workers for each type of work performed. Anyone employed on the Work that is deemed incompetent, disorderly, or who commits trespass upon public or private property adjacent to the work, shall be dismissed when the Engineer so orders. No one, so dismissed, shall be re-employed unless express permission is given by the Engineer. The methods, equipment, and appliances used and the labor employed on the work shall produce an Owner-acceptable quality finished product and shall be sufficient to complete the Contract within the specified time limit.
2. In hiring employees to perform work under this Contract, or any subcontract hereunder, no Contractor, Subcontractor, nor any person acting on their behalf shall discriminate against anyone performing work under this Contract, because of race, sex, creed, color or national origin.

**PART TWO - PRODUCTS**

2.01 Provide specified products as required.

**PART THREE - EXECUTION**

3.01 MAINTENANCE AND REMOVAL

- A. Maintain temporary facilities and controls as long as needed for safe and proper completion of the Work.
- B. Remove the temporary facilities and controls as rapidly as progress of the Work will safely permit, or as directed by the Engineer.

3.02 WATER CONTROL

- A. Grade site to drain. Maintain excavations free of water. Provide, operate, and maintain pumping equipment.
- B. Protect site from ponding or running water. Provide water barriers as required to protect site from soil erosion.

3.03 EROSION AND SEDIMENT CONTROL

- A. Plan and execute construction by methods to control surface drainage from cuts and fills, from borrow and waste disposal areas. Prevent erosion and sedimentation.
- B. Minimize amount of bare soil exposed at one time.
- C. Provide temporary measures such as berms, dikes, and drains, to prevent or control water flow.
- D. Construct fill and waste areas by selective placement to avoid erosive surface silts or clays.
- E. Periodically inspect earthwork to detect evidence of erosion and sedimentation; promptly apply corrective measures.
- F. Site clearing and grubbing shall not commence until such time that the contractor is prepared to start construction. Remove only those trees, shrubs, and grasses that must be removed for construction; protect the remainder to preserve aesthetic, habitat, and erosion control values. Install sedimentation controls immediately following access and site clearing and maintain them in effective operating condition during construction until final seeding and site restoration occurs.
- G. Construct diversion channels when required to collect runoff and prevent silt and other eroded materials from entering local drainage courses. Diversion channels will flow to temporary sediment basins, and are to be stabilized through seeding, riprap, or lining with plastic.
- H. Silt fences shall be trenched six to twelve inches deep, the fabric laid in the trench and the soil properly backfilled into the trench to prevent undercutting.

- I. Straw bales shall be trenched a minimum of four inches deep and placed on their ends with the binding material off the ground. Drive two stakes through the bales and into the ground 1-1/2' to 2' deep to secure the bale. Fill the spaces between the bales with loose straw, and properly backfill the trench with soil.
- J. Where a trench excavation occurs parallel to a waterway, a vegetated barrier shall be maintained between the stream and the construction area. All trench soils shall be stockpiled on the side of the trench away from the waterway, and a line of silt barriers established along the edge of construction on the contour between the trench and the waterway.
- K. Any disturbed area that will not be actively under construction for a period of 30 days or more shall be stabilized immediately by seeding and mulching or by anchored straw mulch.
- L. Storm sewer inlets shall be surrounded with silt barriers to prevent silting.
- M. Slopes exceeding 15 percent or that tend to be unstable shall be provided special treatment such as water diversion berms, sod, jute blankets, or excelsior blankets.
- N. If work is suspended for any reason, the contractor shall maintain the soil erosion and sedimentation controls in good operating condition during the suspension of the work. When seasonal conditions permit and the suspension of work is expected to exceed 30 days, the Contractor shall seed, fertilize, and mulch all disturbed areas left exposed when the work is suspended.

#### 3.04 NOTIFICATION OF UTILITY OWNERS

- A. Not less than five (5) days in advance of commencing excavation, notify in writing all utility companies, such as gas, water, electric power, transmission, cable, and telephone, which have installations that could be disturbed by the Work; and make proper provisions for locating, removing, relocating, or otherwise protecting said installations. Make additional utility company contacts and provisions to locate and protect utility company installations, as necessary, as the Work progresses.
- B. Unless shown on the Drawings or otherwise specified to be removed, protect or relocate all active utility installations or improvements encountered by the Work. Service interruptions should be avoided whenever possible but when unavoidable, interruptions should be kept to a minimum. In such cases, promptly notify all those affected
- C. If a utility installation or improvement is damaged, promptly notify those affected, repair or replace to utility standards. Restore service as soon as possible at no additional cost to Owner
- D. If existing utilities are found to interfere with the permanent facilities being constructed under this Section, immediately notify the Engineer and secure appropriate instructions.
- E. Do not proceed with the permanent relocation of utilities until written instructions are received from the Engineer.

#### 3.05 FAILURE TO PERFORM SECTION PROVISIONS

- A. If the Contractor fails to comply with the provisions of this Section, the Owner may, but is not obligated to, cause the unperformed provisions to be completed and deduct the related cost of such work from any monies due the Contractor. If Owner causes unperformed work to be completed, it shall in no way release the Contractor from his liability for the safety of the public and the work.

### **PART FOUR - PROJECT SPECIFIC REQUIREMENTS**

**END OF SECTION**

**PART ONE - GENERAL**

**1.01 DESCRIPTION**

- A. This Section includes the requirements for project identification and miscellaneous informational signs.
- B. The Contractor shall provide and erect a project sign readable from both sides plus miscellaneous informational signs as may be needed (to direct deliveries, locate Contractor's and Engineer's offices, etc.) at locations required or designated by the Engineer.

**PART TWO - PRODUCTS**

**2.01 PROJECT IDENTIFICATION SIGN**

- A. The sign shall be new and be made from minimum 3/8-in. thick exterior grade plywood with high density overlay approximately 8 ft wide by 4 ft high.
- B. The sign shall be framed with 2 in. x 6 in. wood with mitered corners. The edge of the sign shall fit 3/4 in. into grooves cut off-centerline in the 6-in. dimension of the frame. The frame shall be bolted to posts with galvanized bolts.
- C. The sign shall have 4 in. x 4 in. x 8 ft. wood posts that are imbedded 3 feet into the ground.
- D. The sign shall be painted by an experienced professional sign painter using exterior quality paint that is adequate to withstand weathering, fading, chipping and peeling for the duration of the construction. Unless specified to the contrary in PART FOUR, the sign shall have a white background and royal blue lettering and border. Lettering shall be Series C of Standard Alphabet for Highway Signs, Public Roads Administration, and Federal Works Agency.
- E. The sign shall be approved by the Engineer and include, in general, the Project title and name of Owner as indicated on Contract Documents, names and titles of authorities, names and titles of Engineer and Consultants, and the Names and field phone numbers of the Prime Contractors. The sign shall resemble and provide the information shown in PART FOUR, if included.

**2.02 PROJECT INFORMATION SIGNS**

- A. Painted informational signs shall be of the same materials, colors, and lettering as the Project Identification Sign, or standard commercial products with letter sizing adequate to provide legibility at 150 feet distance.
- B. Provide signs on each field office and storage shed, and to direct visitors and traffic into and within the site. Relocate as Work progress requires.
- C. Provide municipal/state traffic agency directional traffic signs to and within site.

**PART THREE - EXECUTION**

**3.01 INSTALLATION**

- A. Install project identification sign within 30 days after the date that Contractor is given the Notice to Proceed.
- B. Erect project sign at the designated location or a location with high public visibility adjacent to main entrance to site as approved by Engineer.
- C. Erect supports and framing on secure foundation.
- D. Install sign surface plumb and level. Anchor securely.
- E. Paint all exposed surfaces of sign, supports, and framing.

- F. Install all informational signs as required.

### 3.02 MAINTENANCE

- A. Maintain signs and supports clean, repair deterioration and damage.

### 3.03 REMOVAL

- A. Remove signs, framing, supports, and foundations and restore the disturbed area at completion of Project.

## **PART FOUR - SPECIAL PROVISIONS**

None

END OF SECTION



**PART ONE - GENERAL**

**1.01 DESCRIPTION**

- A. Work included: Throughout the construction period, maintain the buildings and site in a standard of cleanliness as described in this Section.
- B. Related work:
  - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and the other Sections in the Specifications.
  - 2. In addition to standards described in this Section, comply with requirements for cleaning as described in pertinent other Sections of these Specifications.

**1.02 QUALITY ASSURANCE**

- A. Conduct daily inspections, and more often if necessary, to verify that requirements for cleanliness are being met.
- B. In addition to the standards described in this Section, comply with pertinent requirements of the Engineer and the governmental agencies having jurisdiction.

**PART TWO - PRODUCTS**

**2.01 CLEANING MATERIALS AND EQUIPMENT**

- A. Provide required personnel, equipment, and materials needed to maintain the specified standards of cleanliness.

**2.02 COMPATIBILITY**

- A. Use only the cleaning materials and equipment that are compatible with the surface being cleaned, as recommended by the manufacturer of the material.

**PART THREE - EXECUTION**

**3.01 PROGRESS CLEANING**

- A. General:
  - 1. Retain stored items in an orderly arrangement allowing maximum access, not impeding traffic or drainage, and providing required protection of materials.
  - 2. Do not allow accumulation of scrap, debris, waste material, and other items not required for construction of this Work.
  - 3. At least twice each month, and more often if necessary, completely remove all scrap, debris, and waste material from the job site.
  - 4. Provide adequate storage for all items awaiting removal from the job site, observing requirements for fire protection and protection of the environment.

B. Site:

1. Daily, and more often if necessary, inspect the site and pick up all scrap, debris, and waste material. Remove such items to the place designated for their storage.
2. Weekly, and more often if necessary, inspect all arrangements of material stored on the site. Restack, tidy, or otherwise service arrangements to meet the above requirements.
3. Maintain the site in a neat and orderly condition at all times.

C. Structures:

1. Weekly, and more often if necessary, inspect the structures and pick up all scrap, debris, and waste material. Remove such items to the place designated for their storage.
2. Weekly, and more often if necessary, sweep interior spaces clean.
  - a. "Clean", for the purpose of this subparagraph, shall be interpreted as meaning free from dust and other material capable of being removed by use of reasonable effort and a hand-held broom.
3. As required preparatory to installation of succeeding materials, clean the structures or pertinent portions thereof to the degree of cleanliness recommended by the manufacturer of the succeeding material, using equipment and materials required to achieve the necessary cleanliness.
4. Following the installation of finish floor materials, clean the finish floor daily (and more often if necessary) at all times while work is being performed in the space in which finish materials are installed.
  - a. "Clean", for the purpose of this subparagraph, shall be interpreted as meaning free from foreign material that, in the opinion of the Engineer, may be injurious to the finish floor material.

3.02 FINAL CLEANING

- A. "Clean", for the purpose of this Article, and except as may be specifically provided otherwise, shall be interpreted as meaning the level of cleanliness generally provided by skilled cleaners using commercial quality building maintenance equipment and materials.
- B. Prior to Completion of the Work, remove from the job site all tools, surplus materials, equipment, scrap, debris, and waste. Conduct final progress cleaning as described above.

C. Site:

1. Exterior:
  - a. Inspect exterior surfaces and remove all traces of soil, waste materials, smudges, and other foreign matter.
  - b. Remove all traces of splashed materials from adjacent surfaces.
  - c. If necessary to achieve a uniform degree of cleanliness, hose down the exterior of the structure.
  - d. In the event of stubborn stains not removable with water, the Engineer may require light abrasive blasting or other cleaning at no additional cost to the Owner.
2. Interior:
  - a. Inspect interior surface and remove all traces of soil, waste materials, smudges, and other foreign matter.
  - b. Remove all traces of splashed material from adjacent surfaces.

- c. Remove paint droppings, spots, stains, and dirt from finished surfaces.
- 3. Glass: Clean inside and outside.
- E. Schedule final cleaning as approved by the Engineer to enable the Owner to accept a completely clean Work.

**PART FOUR - SPECIAL PROVISIONS**

None

END OF SECTION

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**DIVISION 2**

**SITE WORK**

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**PART ONE -GENERAL**

**1.01 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification sections, apply to work of this section.
- B. Other documents which shall be considered part of and included in these specifications:
  - 1. ASTM D 543 - Test Method of Resistance of Plastics to Chemical Reagents
  - 2. ASTM D 638 - Test Method for Tensile Properties of Plastics
  - 3. ASTM D 790 - Test Methods for Flexural Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials
  - 4. ASTM E 132 - Test Method for Poisson's Ratio at Room Temperature
  - 5. ASTM F1216 - Practice for Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube
  - 6. ASTM F1743 - Standard Practice for Rehabilitation of Existing Pipelines and Conduits by Pulled-in-Place Installation of Cured-in-Place Thermosetting Resin Pipe (CIPP)

**1.02 DESCRIPTION OF WORK**

- A. The intent of cured-in-place pipe (CIPP) is to rehabilitate sewer lines by installing a flexible polyester felt tube saturated with a thermosetting resin into the existing pipe. When cured and complete, the installed pipe should extend the full length of the pipe section being rehabilitated and shall provide a structurally sound, continuous, tight-fitting, watertight pipe within a pipe. Deficiencies which will be corrected by the finished product include:
  - 1. Cracked and broken pipe caused by poor construction, unstable soil, earth movement, infiltration, roots, destructive loadings, cleaning tool damage, etc.
  - 2. Corrosion of pipe caused by acid attack above the flow line.
  - 3. Erosion of pipe caused by abrasion below the flow level.
  - 4. Degradation of brick pipe caused by loss of masonry.
  - 5. Infiltration of groundwater and soil through leaking pipe joints and structural defects.
  - 6. Exfiltration of transported fluid through leaking pipe joints and structural defects.
  - 7. Inflow of surface water and infiltration of groundwater through unused or illegal connections.

**1.03 QUALITY ASSURANCE**

- A. In addition to requirements of these specifications, comply with manufacturer's instructions and recommendations for work.
- B. Installer's Qualifications: Firms with at least 5 successfully completed projects having installed an aggregate total of 10,000 linear feet of the submitted manufacturer's cured-in-place liner.

**1.04 SUBMITTALS**

- A. Submit the latest edition and any revisions thereto of the manufacturer's technical data and installation instructions.
- B. Submit Material Safety Data Sheet(s) for the resins, any other chemical additives, and any other chemicals used in the CIPP system.
- C. Submit certified copies of all test reports on the properties of the proposed resin materials prior to their use. Tests shall be performed by an approved independent testing laboratory or other approved source.
- D. Submit design calculations for the CIPP material thickness for each section of the pipe to be rehabilitated.

## **PART TWO - PRODUCTS**

### **2.01 GENERAL**

- A. All equipment and material shall be of a type that has been generally been in use for a period of five (5) years. Work performed with experimental equipment or material will not be permitted without prior written consent of the Owner.
- B. Products acceptable for cured-in-place pipe:
  - 1. Eco-Liner Epoxy/Felt
  - 2. Inliner
  - 3. Insituform
  - 4. Masterliner
  - 5. National Liner
  - 6. Spinello Liner

### **2.02 MATERIALS**

- A. All materials used in the installation of CIPP shall be equal to or exceed the manufacturer's I standards.
  - 1. Resin: The thermosetting resin shall be specifically blended for use with the CIPP process.
  - 2. Tubing: The felt tubing shall be fabricated from material and suitable mechanical strengtheners as recommended by the manufacturer for each specific installation. The tubing shall be properly sized to the actual diameter of the sewer pipe and to the length of the sewer section to be rehabilitated. The Contractor shall be responsible for sizing the liner through field verification of the actual pipe diameter and length. The uncured tubing shall be designed to withstand the insertion stresses, and to be able to negotiate pipe joint offsets, gaps, and angular changes up to and including forty-five degrees (45°).
  - 3. The nominal specified thickness for each pipe section shall be designated in the Proposal section or Specific Project Requirements section of the specifications or as shown on the plans. The cured material thickness tolerance shall be plus or minus twenty-five percent ( $\pm 25\%$ ) of the specified thickness. The thickness of any inner and/or outer membrane shall not be included.
  - 4. Where specific thicknesses are not provided the following values shall be used to calculate a minimum value.
    - a. All pipe shall be considered fully deteriorated.
    - b. All pipe shall be subjected to soil loads of 120 pounds per cubic foot.
    - c. All pipe shall be subject to AASHTO HS-20 highway loading.
    - d. The water table shall be assumed to be five (5) feet below the ground surface.
    - e. All pipe shall be assumed to have five percent (5%) ovality.
  - 5. The cured pipe material shall conform to the minimum structural standards as listed below. Evidence shall be presented to demonstrate that the long-term modulus of elasticity of the cured product is no less than fifty percent (50%) of the herein specified Modulus of Elasticity (Short-term).

<u>Cured Pipe Material Test</u>	<u>Test Method</u>	<u>Minimum Value</u>
a. Chemical Resistance	ASTM D 543	< allowed loss
b. Tensile Strength	ASTM D 638	3,000 psi
c. Flexural Strength	ASTM D 790	4,500 psi
d. Flexural Modulus of Elasticity	ASTM D 790	250,000 psi
e. Poisson's Ratio	ASTM E 132	0.3

- 6. Any material failing to meet any of the structural standards of this specification may be rejected or may be cause for changing the material thickness if approved by the Engineer.



## **PART THREE – EXECUTION**

### **3.01 PREPARATORY PROCEDURES**

- A. The Contractor shall notify all homeowners on the manhole section to be lined forty-eight (48) hours in advance of the work to be done. The Contractor shall inform the homeowner of precautions necessary to prevent backup of sewage into the house. Notification shall include language that the work may extend beyond normal permitted working hours, if necessary to reinstate service laterals.
- B. The following preparatory procedures shall be adhered to unless otherwise approved by the Engineer:
  - 1. Cleaning of Sewer Line: Prior to any pipe installation in a designated section of sewer, the Contractor shall clean the sewer line as specified under Sewer Line Cleaning.
  - 2. Inspection of Sewer Line: In accordance with the Television Inspection requirements, the Contractor shall televise the pipe with experienced personnel specially trained in locating breaks, obstacles, and service connections. The interior of the sewer line shall be carefully inspected to determine the location and extent of any structural failures. The location of any conditions which may prevent proper installation of the CIPP shall be noted so that such conditions can be corrected.
  - 3. Connections: While televising the mainline sewer, the Contractor shall accurately measure and record the locations and positions of service connections using a fiberglass or other tape approved by the Engineer. Additionally, the Contractor shall utilize the pan and tilt capabilities of the televising equipment to determine which connections are live (active) and which are not in use.
  - 4. Bypassing Sewage: The Contractor shall bypass the sewage around the section or sections of sewer line that are to be rehabilitated. The bypass shall be made by plugging an existing upstream manhole and pumping the sewage into a downstream manhole or adjacent system. The pump and bypass lines shall be of adequate capacity and size to handle the flow. All bypassing of flow shall be performed as specified under Sewer Flow Control.
  - 5. Line Obstructions: It shall be the responsibility of the Contractor to clear the line of obstructions such as solids, dropped joints, protruding service connections, or collapsed pipe that will prevent installation. If the obstruction(s) could have been removed by bucket machines or by using conventional cleaning methods, no compensation will be granted.
    - a. Internal repairs are protruding service connections, dropped portions of pipe which can be removed or pushed back in place, and other obstructions which cannot be cleared using conventional cleaning methods, but which can be cleared from within the pipe. Such internal repairs shall be approved in writing by the Engineer prior to the commencement of the work and shall be considered as a pay item.
    - b. Point repairs are obstructions that cannot be removed by either conventional sewer cleaning equipment or by internal equipment. The Contractor shall make an excavation to expose and remove or repair the obstruction. Such excavation shall be approved in writing by the Engineer prior to the commencement of the work, shall be performed as specified under Point Repairs, and shall be considered as a pay item.
  - 6. Pre-Insertion Television Inspection: The Contractor shall televise and record the sewer pipe immediately before installing CIPP. This televising is to assure that the pipe is clean and existing pipe conditions are acceptable for lining. Should additional cleaning be required, it shall be provided at no additional cost to the Owner. The cost of this televising shall be included in the cost of CIPP.

### **3.02 INSTALLATION PROCEDURES**

- A. General: The Contractor shall designate a location where the uncured resin in original containers and the fiber felt tube will be impregnated prior to installation. The Contractor shall provide for the Owner's inspection of the materials and impregnation procedure. A resin/catalyst system compatible with the requirements of this method shall be used. The quantities of the liquid thermosetting material shall be sufficient to provide the thickness specified herein. When a proprietary lining technique is used and the licensor's procedures for proper installation differ from these specifications, the licensor's procedures shall govern.

- B. Handling: The Contractor shall exercise care during transportation, storage and handling of the liner system to ensure that it will not be torn, cut, or otherwise damaged. The tube shall be impregnated with resin not more than twenty-four (24) hours before the proposed time of installation. Prior to insertion, the tube shall be stored and transported to the site in a refrigerated truck. The insertion shall take place no later than thirty (30) minutes after the catalyst is placed into the resin mix.
- C. Insertion: The impregnated fiber felt tube shall be inserted through an existing manhole, through the pipe to be rehabilitated, to the designated rehabilitation location. The tube shall be inserted in accordance with the manufacturer's instructions.
- D. Inflation: The inflation/expansion pressure shall be sufficient to hold it tight to the pipe wall, to produce dimples at side connections and flared ends at manhole walls. Care shall be taken not to over stress the felt tube at the elevated curing temperatures, which may cause damage or failure prior to cure.
- E. Curing: After insertion and inflation/expansion is completed, the Contractor shall supply a suitable heat source. The equipment shall be capable of delivering heat throughout the section to raise the curing medium temperature above the recommended minimum value. This minimum temperature shall be determined by the resin/catalyst system employed. The temperature shall be maintained within the manufacturer's recommended limits for the duration of the cure period. The cure period shall be of a duration recommended by the resin manufacturer, as modified for the installation process.
- F. Cool down: The Contractor shall cool the hardened pipe to a temperature below 100°F before relieving the pressure in the liner. Care shall be taken in the release of the pressure so that a vacuum will not be developed that could damage the newly installed pipe.
- G. Sealing Pipe Ends: The Contractor shall seal both ends of the CIPP in accordance with the manufacturer's recommendations for the field conditions. If, due to broken or misaligned sewer pipe at manhole walls, the installed pipe fails to make a tight seal, the Contractor shall apply a sealant at that point. The sealant shall be of a resin mixture compatible with that used in the CIPP process. The end shall be sealed for a distance of at least (1) pipe diameter inside the host pipe.
- H. Testing: After the installation procedures have been performed and curing is complete, but before any service connections are reinstated, the Contractor shall conduct a leakage test on the sewer line to determine if it is watertight.
  - 1. For water cured liners, the test shall be conducted by using the existing hydrostatic head provided by the standpipe. The test time shall be fifteen (15) minutes, during which time no makeup water shall be added to the standpipe. If at the end of the test period, no significant water loss is observed in the standpipe, the water tightness of the cured-in-place pipe will be considered satisfactory.
  - 2. For air or steam cured liners; the test shall be conducted by removing the bladder and plugging both ends of the cured pipe. The pipe shall then be pressurized with air to a test pressure of one-half (1/2) psi per vertical foot of pipe depth (not exceeding a test pressure of ten (10) psi). The air flow shall be stopped. If the required pressure can be developed and if the pressure decays by less than one (1) psi within four (4) minutes, the water tightness of the liner pipe will be considered satisfactory.
- I. Service Connection Reinstatement: After testing, the Contractor shall reinstate the existing live service connections. This shall generally be done without excavation, from the interior of the pipe by means of a television camera and a remotely controlled cutting device. The work shall be performed by experienced operators so that no blind holes are made in the CIPP. The openings of the existing live service connections shall be cut to not less than ninety percent (90%) of their original size. All cuts shall be free of burrs, frayed edges, or any restriction preventing free flow of the sewage. Excessive cuts, wrong holes, or trial cuts shall not be made and must be repaired at no cost to the Owner to the full satisfaction of the Engineer.

### 3.03 FINAL ACCEPTANCE

- A. Finish: The finished pipe shall be continuous over the entire length of sewer run between two manholes and be free from significant defects.
  - 1. Any defects which will affect, the intended use, integrity or strength of the pipe shall be repaired, at the Contractor's expense, in a manner mutually agreed by the Owner and the Contractor.

- B. Inspection: After the work is completed, the Contractor shall provide the Owner with a videotape showing both the before and after conditions, including the reinstated service connections.
- C. Testing: Sufficient portions of the trimmings of each end of a CIPP section shall be marked as to location and given to the Engineer for measurements of thickness and testing of structural properties.
- D. Cleanup: After the installation work has been completed and all testing acceptable, the Contractor shall clean up the entire project area. All excess material and debris not incorporated into the permanent installation shall be disposed of by the Contractor.
- E. Warranty: During the warranty period, any defects which affect the integrity or strength of the pipe shall be repaired at the Contractor's expense in a manner mutually agreed by the Owner and the Contractor.

#### **PART FOUR – SPECIAL PROVISIONS**

END OF SECTION

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