

Town of Myersville  
Frederick County

PROJECT MANUAL FOR

SOCCER TRAIL  
WALKING PATH

Engineer's Project No. 10228.48

January 2026

ARRO Consulting, Inc.  
186 Thomas Johnson Drive  
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Frederick, MD 21702  
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STATE OF MARYLAND DEPARTMENT OF THE  
ENVIRONMENT WATER AND SCIENCE ADMINISTRATION  
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AUTHORIZATION TO PROCEED.

FREDERICK COUNTY GOVERNMENT DIVISION OF  
PLANNING AND PERMITTING NOTICE OF GRADING  
PERMIT APPROVAL AND PRE-CONSTRUCTION MEETING  
CHECKLIST ENVIRONMENTAL COMPLIANCE

DOCUMENT 00010

INVITATION TO BID

**Project:** **SOCCER TRAIL WALKING PATH:** Project generally comprises of constructing approximately 1,120 linear feet of asphalt trail to provide ADA accessible access to the existing Soccer Fields at Doub's Meadow park including provisions for drainage, clearing, backfill, excavation, sediment and erosion control and other incidental work in the Town of Myersville, Frederick County, Maryland.

**Owner:** **TOWN OF MYERSVILLE**  
301 Main Street  
P.O. Box 295  
Myersville, MD 21773

**Engineer:** **ARRO CONSULTING, INC.**  
186 Thomas Johnson Drive, Suite 204  
Frederick, MD 21702

Sealed Bids will be received by the Town of Myersville at the Town Hall until 10:30 AM, prevailing time, Monday, March 2, 2026, at which time they will be publicly opened and read.

Submit Bids to Kristin Aleshire, Town Manager at Town Hall in Myersville, Maryland.

A pre-bid meeting will be held on Thursday, at 10:00 AM, prevailing time, February 5, 2026, at Town Hall in the Town of Myersville. Attendance at the pre-bid meeting is not mandatory, but highly recommended.

Technical questions will be accepted until 10:30 A.M. prevailing time on Thursday, February 19, 2026. All questions must be submitted in writing via e-mail to Bethany Stoll at [Bethany.Stoll@arroconsulting.com](mailto:Bethany.Stoll@arroconsulting.com) and Brian Wagner at [Brian.Wagner@arroconsulting.com](mailto:Brian.Wagner@arroconsulting.com).

Bidding Documents are available to be downloaded from the Town's website [www.myersville.org](http://www.myersville.org).

After the Bid opening, Bidder may withdraw its Bid only by complying with applicable Federal, State, or local laws and regulations. Unless prohibited by such applicable laws and regulations, or if there are no applicable laws and regulations, Bidder shall forfeit the entire amount of Bid security upon withdrawal of its Bid.

Each Bid must be accompanied by Bid security in the form of a certified check, bank check, or Bid bond (in the required form) for 10% percent of the Bid total.

The Town of Myersville hereby reserves the right, which is understood and agreed to by all Bidders, to reject any and all Bids and to waive any omissions, errors, mistakes, defects or irregularities in any Bid as deemed by the Town to be in their best interests.

Town of Myersville

Mark Hinkle, Mayor

INSTRUCTIONS TO BIDDERS

**1.0 Defined Terms**

Terms used in these Instructions to Bidders which are defined in the Standard General Conditions of the Construction Contract as prepared by the Engineer's Joint Contract Documents Committee (Document EJCDC No. 1910-8, 1990 Edition) have the meanings assigned to them in the General Conditions.

Certain additional terms used in these Instructions to Bidders have meanings indicated below which are applicable to both the singular and plural thereof.

1.1 Bidder -- One who submits a Bid directly to Owner as distinct from a sub-bidder, who submits a bid to a Bidder.

1.2 Issuing Office -- The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.

1.2.1 Issuing Office is the office of the Owner whose name, address and phone number are listed in the Invitation to Bid.

1.3 Successful Bidder -- The lowest, responsible and responsive Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award.

**2.0 Copies of Bidding Documents**

2.1 Complete sets of the Bidding Documents for the deposit sum, if any, stated in the Invitation to Bid may be obtained from the Issuing Office.

2.2 Complete sets of Bidding Documents must be used in preparing Bids; neither Owner nor Engineer assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.3 Copies of Bidding Documents are made available on the above terms only for the purpose of obtaining Bids on the Work and not to confer a license or grant for any other use.

**3.0 Qualifications of Bidders**

3.1 To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within five days after Bid opening, upon Owner's request, detailed written evidence, such as financial data, previous experience, present commitments and other such data as may be pertinent. Certain portions of the qualification data, as indicated in the following Paragraph(s) of Article 3, if any, shall be submitted with the Bid. Each Bid must contain evidence of Bidder's qualification to

do business in the State where the Project is located or covenant to obtain such qualification prior to and as a condition of award of the Contract.

3.2 To obtain information concerning qualifications of a Bidder, the Owner requires that a completed Experience Questionnaire be submitted on the form included in the Bidding Documents. Bidder shall include the completed Experience Questionnaire with the Bid.

3.3 Submission of a financial statement will not be required with the Bid, but the Owner reserves the right to request such financial data as part of the Bid evaluation process.

#### **4.0 Examination of Contract Documents and Site**

4.1 It is the responsibility of each Bidder before submitting a Bid:

4.1.1 To examine thoroughly the Bidding Documents;

4.1.2 To visit the site to become familiar with and satisfy Bidder as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work;

4.1.3 To consider federal, state, and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work;

4.1.4 To study and carefully correlate Bidder's knowledge and observations with the Bidding Documents and such other related data; and

4.1.5 To promptly notify Engineer of all conflicts, errors, ambiguities or discrepancies which Bidder has discovered in or between the Bidding Documents.

4.2 Reference is made to the Supplementary Conditions for identification of:

4.2.1 Those reports of explorations and tests of subsurface conditions at or contiguous to the site.

4.2.2 Those drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities) which are at or contiguous to the site.

4.2.3 To the extent provided in the Supplementary Conditions, Owner will make copies of such data available to any Bidder requesting them. These data are not part of the Bidding Documents.

4.3 Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities or others, and Owner and Engineer

do not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary Conditions.

4.4 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions and Underground Facilities, and possible changes in the Contract Documents due to differing or unanticipated conditions appear in Paragraphs 4.2 and 4.3 of the General Conditions, as amended by the Supplementary Conditions.

4.5 Before submitting a Bid, each Bidder will be responsible to obtain such additional or supplementary examinations, investigations, explorations, tests studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto or which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price, and other terms and conditions of the Contract Documents.

4.6 On request, Owner will provide each Bidder access to the site to conduct such examinations, investigations, explorations, tests, and studies as each Bidder deems necessary for submission of a Bid. Bidder must fill all holes, clean up, and restore the site to its former condition upon completion of such explorations, investigations, tests and studies.

4.7 Reference is made to the Supplementary Conditions for the identification of the general nature of work that is to be performed at the site by Owner or others (such as utilities and other prime contractors) that relates to the work for which a Bid is to be submitted. On request, Owner will provide to each Bidder for examination access to or copies of Contract Documents (other than portions thereof related to price) for such work.

4.8 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying the specific means, methods, techniques, sequences or procedures of construction (if any) that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Engineer is acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

4.9 The provisions of this Article 4, do not apply to Asbestos, Polychlorinated biphenyls (PCBs), Petroleum, Hazardous Waste or Radioactive Material covered by Paragraph 4.5 of the General Conditions.

## **5.0 Availability of Lands for Work**

5.1 The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided in the Bidding Documents.

## **6.0 Interpretations and Addenda**

6.1 All questions about the meaning or intent of the Bidding Documents are to be directed to Engineer. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having purchased the Bidding Documents. Questions received less than ten days prior to the date for opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

6.2 Addenda may also be issued to modify the Bidding Documents as deemed advisable by Owner or Engineer.

## **7.0 Bid Security**

7.1 Each Bid must be accompanied by Bid security made payable to Owner in an amount of ten percent of Bidder's maximum Bid price and in the form of a certified or bank check or a Bid Bond (on form attached) issued by a surety meeting the requirements of Paragraph 5.1 of the General Conditions.

## **8.0 Contract Time**

8.1 The number of days within which, or the date by which, the Work is to be substantially completed (the Contract Time) are set forth in the Agreement.

## **9.0 Liquidated and Other Damages**

9.1 Provisions for liquidated and other damages, if any, are set forth in the Agreement.

## **10.0 Substitutions and "Or Equal" Items**

10.1 Bids shall be based on Products covered in the Specifications and shown on the Drawings. When a Product specification includes the name or names of manufacturer(s), Bids shall be based on a Product which: (1) meets all Specification requirements; and (2) is produced by one of the manufacturers specifically named in the Specifications for that particular Product.

10.2 Requests for “Or Equal”, or Product substitutions will not be considered prior to the Bid opening date. See General Conditions Paragraph 6.7.1 as modified by SC-6.7.1 for procedures to be used in requesting substitutions after award of the Contract.

## **11.0 Subcontractors**

11.1 Paragraphs 6.8.1 and 6.8.2 of the General Conditions set forth requirements as to the approval of Subcontractors.

## **12.0 Bid Form**

12.1 The Bid form and required supplements are contained within the Bidding Documents. Bids must be submitted on forms bound in these documents or on duplicates provided by the Engineer (or Issuing Office). If the form bound within the Bidding Documents is used for the original, it must be removed from the documents for enclosing in the Bid envelope. All blank spaces for Bid prices must be completed in ink or by typewriter. The Bid price of each item on the form must be stated in numerals and, if required, in words. Subject to the Owner's right to correct a Bidder's mathematical totals, a discrepancy between the word and numeral for a particular item will be resolved in favor of the word.

12.2 The Bid of an individual must be signed by the individual personally; the individual's signature must be witnessed; and the individual's business address and any business trade name must be stated. The Bid of a partnership must state the names and addresses of all partners, and the partnership business name and address; and it must be signed by at least one partner, with the signature witnessed. The Bid of a corporation must show the State of incorporation and the principal office address, and must be signed by the President or Vice President, with the corporate seal affixed, attested by the Secretary or Assistant Secretary.

12.3 All names must be typed or printed below the signature.

12.4 The Bid shall contain an acknowledgement of receipt of all Addenda (the numbers and dates of which must be filled in on the Bid Form).

12.5 The address and telephone number of Bidder and the name of the individual to whom communications regarding the Bid are to be directed must be shown.

12.6 The Bid form may call for lump sum prices, unit prices, or a combination of both.

12.6.1 If the Bid form calls for lump sum prices, the Bidder shall state a single lump sum price for the Work or single lump sum prices for each portion of the Work subject to a lump sum price as set forth in the Bid form, as applicable. Any such lump sum price or prices shall include all the Work described in the Contract Documents as being part of the Work.

12.6.2 If the Bid form calls for unit prices, the Bidder shall state a single unit price for each item to be furnished or work to be done as set forth in the Bid form. The Bid

form sets forth opposite each item for which a unit price is required the Engineer's estimate of the quantity of units of such items which will be required in the prosecution of the Work; and the Bidder shall state in the space provided in the Bid form the total price for such items as computed by multiplying such estimated quantity of units of such item by the unit price so bid.

12.7 Bid prices shall include all taxes of whatever nature applicable to the Work or performance thereof.

12.8 Owner may be exempt from sales and use taxes for certain items to be incorporated into the Work. Each Bidder shall obtain legal advice to determine how and to what extent the Owner's tax exemption may be utilized by the Contractor. Owner will provide, at the Contractor's request, documentation required to obtain applicable tax exemptions.

12.9 Submission of prices for all Alternates is mandatory.

### **13.0 Submission of Bids**

13.1 Bids shall be submitted at the time and place indicated in the Invitation to Bid and shall be enclosed in an opaque sealed envelope, marked with the Project title, and name and address of the Bidder and accompanied by the Bid security and other required documents. If submission of a financial statement is required with the Bid, seal statement within a separate envelope, marked "FINANCIAL STATEMENT - CONFIDENTIAL", and enclose within the Bid envelope. If the Bid is sent through the mail or other delivery system, the sealed Bid envelope shall be enclosed in a separate mailing envelope with the notation "BID ENCLOSED" on the face of it. Bids submitted by means of telegraph or facsimile machine will not be accepted.

13.2 Documents to be submitted along with the Bid are specified on the Bid form. When forms to be attached are bound into the Bidding Documents, use these forms or duplicate copies provided by the Engineer. If the forms bound within the documents are used, the forms must be removed from the documents for enclosing in the Bid envelope.

13.3 The Bidder is solely responsible for delivering Bid to the officer of the Owner at the location of, and by the time of, the Bid opening designated in the Invitation to Bid. Said officer, or officer's authorized representative, will be available for the purpose of receiving Bids at said location immediately prior to the designated time of the Bid opening. No officer, employee, or agent of the Owner is authorized to accept receipt of a Bid on behalf of the Owner at any other time or place and the Owner shall have no responsibility for the receipt of mailed Bids or Bids delivered otherwise than to the Bid opening location as mentioned previously.

### **14.0 Modification and Withdrawal of Bids**

14.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

14.2 After the Bid opening, Bidder may withdraw its Bid only by complying with applicable Federal, State, or local laws and regulations. Unless prohibited by such applicable laws and regulations, or if there are no applicable laws and regulations, Bidder shall forfeit the entire amount of Bid security upon withdrawal of its Bid.

## **15.0 Opening of Bids**

15.1 Bids will be opened and (unless obviously non-responsive) read aloud publicly at the time and place set forth in the Invitation to Bid.

## **17.0 Award of Contract**

17.1 Owner reserves the right to reject any or all Bids, including without limitation the rights to reject any or all nonconforming, nonresponsive, unbalanced or conditional Bids and to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. Owner also reserves the right to waive all informalities not involving price, time or changes in the Work and to negotiate contract terms with the Successful Bidder. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

17.2 In evaluating Bids, Owner will consider the qualifications of Bidders, whether or not the Bids comply with the prescribed requirements, and such Alternates, unit prices, and other data, as may be requested in the Bid form or prior to the Notice of Award.

17.3 Owner may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other persons and organizations are requested by Owner prior to Notice of Award. Owner also may consider the operating costs, maintenance requirements, performance data, and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data are required to be submitted prior to the Notice of Award.

17.4 Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.

17.5 If the Contract is to be awarded, it will be awarded to the lowest responsible, responsive Bidder whose evaluation by Owner indicates to Owner that the award will be in the best interests of the Project.

17.6 If the Contract is to be awarded, Owner will give the apparent Successful Bidder a Notice of Award within the time limits prescribed in Article 16.

17.7 Bidders may be required by Owner, prior to and as a condition of Contract award, to execute and sign documents related to financing of the Project.

17.8 More than one bid from an individual, partnership, corporation, or an association under the same name or different names will not be considered. Reasonable grounds for believing that the Bidder is interested in more than one Bid for the same Work will cause the rejection of all Bids in which such Bidder is interested. Any or all Bids will be rejected if there is any reason for believing that collusion exists among any of the Bidders; participants in such collusion will not be considered in future bidding.

17.9 Alternates will be considered and selected by Owner and the prices for the selected Alternates will be added to the Base Bid price to arrive at an adjusted Bid price. Owner reserves the right to reject or select Alternates regardless of price attached to such Alternates. The adjusted Bid price will be used in comparing Bids and will be the basis for determining the "lowest" of all responsible, responsive Bidders.

## **18.0 Contract Bonds and Insurance Certificate**

18.1 Paragraph 5.1 of the General Conditions sets forth Owner's requirements as to performance and payment bonds. When the apparent Successful Bidder delivers the signed Agreement to Owner, it must be accompanied by the required performance and payment bonds on the forms provided in the Bidding Documents.

18.2 Article 5 of the General Conditions, and the Supplementary Conditions, set forth Owner's requirements as to insurance to be carried by the Contractor. When the apparent Successful Bidder delivers the signed Agreement to the Owner, it must be accompanied by the required insurance certificate on the latest version of the Acord 25 Certificate of Insurance form. The Acord 25 form shall be modified to state: "All policies of insurance shown on this form shall not be cancelled or materially changed or renewal refused until at least thirty days' prior written notice has been given to Owner and Engineer and to each additional insured and will contain waiver provisions in accordance with General Conditions Paragraph 5.11.

## **19.0 Signing of Agreement**

19.1 When Owner gives a Notice of Award to the apparent Successful Bidder, it will be accompanied by four unsigned counterparts of the Agreement (each with a copy of the Bid submission attached), and four copies each of the Performance and the Payment Bonds. Within fifteen calendar days thereafter, apparent Successful Bidder shall sign and deliver to the Owner all counterparts of the Agreement with attachments. The signed Agreement shall be accompanied by the Performance Bond and Payment Bond and insurance certificate.

19.2 If the Owner finds the documents submitted by the apparent Successful Bidder acceptable, it will, within ten calendar days after receipt of such documents, complete the signing of the Agreement and submit two fully-executed copies to the Contractor.

19.3 If the Owner elects to issue a Notice to Proceed, such notice will accompany the fully-executed copies of the Agreement. If no Notice to Proceed is issued, the Contract Time will commence to run as specified in General Conditions Paragraph 2.3 as amended by SC-2.3.

## **20.0 Regulatory and Funding Agency Requirements**

20.1 Each Bid must be accompanied by a fully-completed and executed Certificate of Bidder Regarding Equal Employment Opportunity.

20.2 With their Bid, Bidders must submit a signed statement as to whether they have previously performed work subject to Executive Order No. 11246 or any previous Executive Order dealing with non-discrimination in Federally-assisted construction contracts.

20.3 Bidders must, if requested, submit a compliance report concerning their employment practices and policies in order to maintain their eligibility to receive the award of the Contract.

20.4 Bidders must, if requested, submit a list of all subcontractors who will perform work on the Project and written signed statements from authorized agents of the labor pools with which they will or may deal for employees on the Work, together with supporting information to the effect that said labor pools' practices and policies are in conformity with Executive Order 11246 and that said labor pools will affirmatively cooperate in or offer no hindrance to the recruitment, employment, and equal treatment of employees seeking employment and performing work under the Contract, or a certification as to what efforts have been made to secure such statements when such agents or labor pools have failed or refused to furnish same prior to the award of the Contract.

## **21.0 Pre-Bid Meeting**

21.1 A pre-bid meeting will be held at the time and place set forth in the Invitation to Bid. Engineer will transmit to all prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

END OF INSTRUCTIONS TO BIDDERS

DOCUMENT 00300

BID FORM

BIDDER (Name and Address):

PROJECT IDENTIFICATION

YOUNG NATURE TRAIL

CONTRACT NUMBER AND IDENTIFICATION:

One, General Construction

THIS BID IS SUBMITTED TO:

TOWN OF MYERSVILLE  
301 Main Street  
P.O. Box 295  
Myersville, MD 21773

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform and furnish all Work as specified or indicated in the Bidding Documents for the Contract Price and within the Contract Time(s) and in accordance with the other terms and conditions of the Bidding Documents.

2. Bidder accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for a period of 60 days from the date of Bid opening unless award is delayed by a required approval from a governmental agency, the sale of bonds, or the award of a grant or grants, in which event the Bids shall remain open for a period of 120 days from the date of Bid opening. Thirty-day extensions of the date for the award may be made by the mutual written consent of the Owner and the apparent Successful Bidder. Bidder agrees, if required by Owner prior to and as a condition of Contract award, to execute and sign any documents related to financing of the Project. Bidder will sign and submit the Agreement with the Bonds and other documents required by the Bidding Documents within 15 days after the date of Owner's Notice of Award.

3. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:

3.1 Bidder has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

Date	Number
_____	_____
_____	_____
_____	_____

- 3.2 Bidder has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance, and furnishing of the Work;
- 3.3 Bidder is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.
- 3.4 Bidder has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.2.1 of the General Conditions. Bidder acknowledges that such reports and drawings are not Bidding Documents or Contract Documents and may not be complete for Bidder's purposes. Bidder acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Facilities at or contiguous to the site. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site or otherwise which may affect cost progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price, and other terms and conditions of the Bidding Documents and Contract Documents.
- 3.5 Bidder is aware of the general nature of Work to be performed by Owner and others at the site that relates to Work for which this Bid is submitted as indicated in the Bidding Documents and Contract Documents.
- 3.6 Bidder has correlated the information known to Bidder, information and observations obtained from visits to the site, reports and drawings identified in the Bidding Documents and Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents and Contract Documents.
- 3.7 Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents and Contract Documents and the written resolution thereof by Engineer is acceptable to Bidder, and the Bidding Documents and Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
- 3.8 This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any

group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

4. Bidder will complete the Work for the following lump sum price:

<u>Item No</u>	<u>Description</u>	<u>Unit</u>	<u>Est. Qty.</u>	<u>Bid Unit Price (\$)</u>	<u>Est. Price (\$)</u>
1.	Mobilization / Demobilization / Closeout	LS	1	\$ _____	\$ _____
2.	Install and Maintain Filter Log	LF	564	\$ _____	\$ _____
3.	Install and Maintain Super Silt Fence	LF	179	\$ _____	\$ _____
4.	Excavation	CY	32	\$ _____	\$ _____
5.	Fill/Import including compaction	Cy	140	\$ _____	\$ _____
6.	Install 6 ft Wide ADA Compliant Paved Pathway. 2” 9.5MM bituminous wearing course, 6” Washed No.57 stone.	LF	1,114	\$ _____	\$ _____
7.	Fine Grading and Seeding for Restoration of Area	SY	2,829	\$ _____	\$ _____

**TOTAL BASE BID PRICE – ITEMS 1-7 (Figures):** \$ \_\_\_\_\_  
**TOTAL BASE BID PRICE – ITEMS 1-7 (Words):** \_\_\_\_\_

Quantity Adjustments

If the quantities of items above are increased or decreased by Change Order, the adjustment unit prices set forth below shall apply to such increased or decreased quantities.

Quantities given above are not guaranteed. Final payment will be based on actual quantities. Any difference between estimated and final quantities will not be considered reason for increase of unit price. Payment will be made under “Quantity Adjustments” only if the scope of Work is changed during construction by Change Order. Extended prices for “Quantity Adjustments” will be included in the total Bid Price used to evaluate Bids, but will not be included in the initial Contract Price.

5. Bidder agrees that the Work will be substantially complete on or before the dates or within the number of calendar days indicated in the Agreement.

Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.

6. The following documents are attached to and made a condition of this Bid:

- 6.1 Required Bid Security in the form of \_\_\_\_\_
- 6.2 Certificate Regarding Debarment, Suspension, and other Responsibility Matters; Document 00360.
- 6.3 Non-Discrimination in Employment; Document 00370.
- 6.4 Experience Questionnaire; Document 00400.
- 6.5 List of Proposed Subcontractors; Document 00450.
- 6.6 Evidence of Bidders' qualification to do business in Maryland (if Bidder is out-of-state).

7. Communications concerning this Bid will be addressed to (Bidder's Contact Person):

\_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_

8. The terms used in this Bid which are defined in the General Conditions included as part of the Bidding Documents have the meanings assigned to them in the General Conditions.

SUBMITTED on \_\_\_\_\_, 20\_\_\_\_\_.

(If Bidder is an Individual)

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Individual

Trading and doing business as:

\_\_\_\_\_  
Name of Business

\_\_\_\_\_  
Address of Business

(If Bidder is a Partnership - All General Partners Must Sign)

\_\_\_\_\_  
Name of Partnership

\_\_\_\_\_  
Address of Partnership

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Partner

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Partner

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Partner

(If Bidder is a Corporation)

Attest:

\_\_\_\_\_  
Name of Corporation

\_\_\_\_\_  
Signature of Secretary or  
Assistant Secretary

\_\_\_\_\_  
Address of Principal Office

(Corporate Seal)

\_\_\_\_\_  
State of Incorporation

\_\_\_\_\_  
Signature of  
President or Vice President

Type or print name below each signature.

State here the names and addresses of all partners, if a partnership, or of three principal officers, if a corporation.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

END OF BID FORM

DOCUMENT 00350

BID BOND

BIDDER (Name and Address):

SURETY (Name and Address):

OWNER (Name and Address):

TOWN OF MYERSVILLE  
301 Main Street  
P.O. Box 295  
Myersville, MD 21773

PROJECT

SOCCER TRAIL WALKING PATH

Bid Date:

Project Identification:

Contract Number and Identification:

One, General Construction

BOND

Date:

Amount:

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder the full-face amount of this Bond.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents the executed Agreement required by the Bidding Documents and any Performance Bonds, Payment Bonds, Certificates of Insurance, or other documents required by the Bidding Documents and Contract Documents.
3. This obligation shall be null and void if:
  - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any Performance Bonds, Payment Bonds, Certificates of Insurance, or other documents required by the Bidding Documents and Contract Documents, or
  - 3.2 All Bids are rejected by Owner, or

- 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt of Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue Notice of Award, provided that the time for issuing Notice of Award shall not in the aggregate exceed 120 days from Bid opening date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety, and in no case later than one year after Bid opening date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the first page of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The terms used in this Bid Bond which are defined in the General Conditions have the meaning assigned to them in the General Conditions.

(If Bidder is an Individual)

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Individual

Trading and doing business as:

\_\_\_\_\_  
Name of Business

\_\_\_\_\_  
Address of Business

(If Bidder is a Partnership - All General Partners Must Sign)

\_\_\_\_\_  
Name of Partnership

\_\_\_\_\_  
Address of Partnership

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Partner

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Partner

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Partner

(If Bidder is a Corporation)

Attest:

	_____
	Name of Corporation
_____	_____
Signature of Secretary or Assistant Secretary	Address of Principal Office
(Corporate Seal)	_____
	State of Incorporation
	_____
	Signature of President or Vice President

Type or print name below each signature.

(Corporation Surety)

	_____
	Name of Corporation
	_____
	Address of Office
_____	_____
Signature of Witness	Signature of Attorney-in-fact

Attach an appropriate power of attorney, dated as of the same date as the Bond, evidencing the authority of the Attorney-in-fact to act in behalf of the corporation.

Type or print name below each signature.

END OF BID BOND

CERTIFICATION REGARDING  
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

1. The prospective participant certifies to the best of its knowledge and belief that it and its principals:
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local, department, or agency;
  - (b) Have not within a three (3) year period preceding this proposal been convicted of, or had a civil judgement rendered against them for commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public Federal, State, or local transaction or contract under a public transaction; violation of Federal or State antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for, or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 1.(b) of this certification; and
  - (d) Have not within a three (3) year period preceding this proposal had one, or more, public transactions (Federal, State, or local) terminated for cause or default.
  
2. I understand that a false statement on this certification may be reason for rejection of this proposal or termination of the award.

Typed Name and Title of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_ I am unable to certify to the above statements. My explanation is attached.

END OF CERTIFICATION

NONDISCRIMINATION IN EMPLOYMENT

Under the provisions of this Contract/Subcontract and in accordance with Executive Order No. 11246, Section 202, dated September 24, 1965, the undersigned is obligated not to discriminate against any employee or applicant for employment because of race, color, creed, 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 you pursuant to the provisions of the above contract(s) or subcontract(s) and Executive Order No. 11246.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Contractor or Subcontractor)

END OF CERTIFICATION

EXPERIENCE QUESTIONNAIRE

PROJECT IDENTIFICATION

SOCCER TRAIL WALKING PATH

CONTRACT NUMBER AND IDENTIFICATION:

ONE- GENERAL

SUBMITTED TO:

BY: \_\_\_\_\_ (-Corporation  
(-Partnership  
(-An Individual

PRINCIPAL OFFICE ADDRESS \_\_\_\_\_

(The signer of this questionnaire guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.)

1. What type of business is Bidder's organization?

\_\_\_\_\_.

2. How many years has Bidder's organization been performing work, as a contractor or subcontractor, of the type required for this Project?

\_\_\_\_\_.

3. Provide information on all service contracts currently in progress.

Contract Amt.	Type of Work	When Completed	Name and Address of Owner	Engineer/ Architect
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____





LIST OF PROPOSED SUBCONTRACTORS

PROJECT IDENTIFICATION                      SOCCER TRAIL WALKING PATH

CONTRACT NUMBER AND                      ONE - GENERAL  
IDENTIFICATION:

SUBMITTED TO:

List proposed subcontracts as required in Instructions to Bidders.

Description of Subcontract	Subcontractor's Name	Subcontractor's Address

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or Printed Name

Date \_\_\_\_\_

\_\_\_\_\_  
Title

NOTE: This List of Proposed Subcontractors must be submitted with the Bid, and failure to submit will be considered justification for rejection of the Bid.

END OF LIST OF SUBCONTRACTORS

DOCUMENT 00500

AGREEMENT

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_ by and between Town of Myersville, hereinafter called the Owner,

and

A Corporation known as \_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_

whose address is \_\_\_\_\_ City of \_\_\_\_\_ State of \_\_\_\_\_, hereinafter called the Contractor,

WITNESSETH, that the parties hereto for the consideration stated do mutually agree as follows:

ARTICLE 1 - SCOPE OF WORK

1.1 The Contractor agrees to furnish all labor, superintendence, materials, necessary equipment, and other utilities and facilities for, perform all work necessary for or incidental to, and perform all other obligations imposed by this Agreement for, the complete Work in connection with SOCCER TRAIL WALKING PATH herein called for, all in strict accordance with the Contract Documents as prepared by ARRO Consulting, Inc., acting as and entitled the Engineer in this Agreement.

1.2 The Contract Documents are defined in the General Conditions. The Contract Documents comprise the entire Agreement between Owner and Contractor and are incorporated in this Agreement and made a part hereof. The Contract Documents may only be altered, amended, or repealed as described in Paragraphs 3.5 and 3.6 of the General Conditions.

1.3 The Drawings for the Work covered under this Agreement consist of the following sheets:

<u>Dwg. No.</u>	<u>Title</u>
1 OF 7	TITLE SHEET
2 OF 7	EXISTING CONDITIONS AND DEMOLITION PLAN
3 OF 7	OVERALL PLAN PROPOSED CONDITIONS
4 OF 7	PLAN AND PROFILE
5 OF 7	EROSION AND SEDIMENT CONTROL PLAN
6 OF 7	EROSION AND SEDIMENT CONTROL NOTES
7 OF 7	EROSION AND SEDIMENT CONTROL DETAILS

## ARTICLE 2 - CONTRACT TIMES

2.1 The Work, to include the Base Bid and all selected Alternates, will be substantially completed on or before June 14, 2026, as provided in General Conditions Paragraph 2.3 as amended by the Supplementary Conditions, and completed and ready for final payment in accordance with Paragraph 14.13 of the General Conditions on or before June 28, 2026 contingent to permit approval.

2.2 Liquidated Damages. 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 completed within the times specified in Paragraph 2.1 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 the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner \$500.00 for each calendar day that expires after the time specified in Paragraph 2.1 above 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 time specified in Paragraph 2.1 above for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner \$500.00 for each calendar day that expires after the time specified in Paragraph 2.1 above for completion and readiness for final payment.

## ARTICLE 3 - CONTRACT PRICE, PAYMENT, AND RETAINAGE

3.1 The Owner shall pay, and the Contractor shall receive and accept as full payment for the performance of the Contractor's obligations hereunder, the price(s) stipulated in the Bid Form hereto attached and in the manner as specified in the General Conditions subject to the retainage provisions set forth below.

3.2 Alternates. None.

3.3 Retainage

3.3.1 The Owner shall withhold ten percent of the amount of approved Applications for Payment until the Work is 50% completed. When the Work is 50% completed, one-half of the amount retained by Owner shall be returned to Contractor; provided that the Engineer approves the payment of this portion of the retained amount; and, provided further, that the Contractor is making satisfactory progress and there is no specific cause for greater withholding.

3.3.2 After the Work is 50% completed, subsequent approved Applications for Payment shall be paid by Owner subject to withholding by Owner of five percent of each such approved Application for Payment so that the total amount withheld from Contractor shall not exceed five percent of the value of completed Work based on approved Applications for Payment.

3.3.3 In the event that a dispute arises between the Owner and the Contractor, which dispute is based on increased costs incurred by one contractor occasioned by delays or other actions of another contractor, additional retainages in the sum of one and one-half times the amount of any possible liability may be withheld by the Owner from the Contractor until such times as a final resolution is agreed to by all parties directly or indirectly involved, unless the contractor causing the additional claim furnishes a Bond satisfactory to Owner to indemnify Owner against the claim.

3.4 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 in accordance with said Paragraph 14.13.

#### ARTICLE 4 - CONTRACTOR'S REPRESENTATIONS

In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

4.1 Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

4.2 Contractor has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance, and furnishing of the Work.

4.3 Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.

4.4 Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.2.1 of the General Conditions. Contractor acknowledges that such reports and drawings are not Contract Documents and may not be complete for Contractor's purposes. Contractor acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performance and furnishing of the Work at the Contract

Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

4.5 Contractor is aware of the general nature of work to be performed by Owner and others at the site that relates to the Work as indicated in the Contract Documents.

4.6 Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports, and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

4.7 Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

#### ARTICLE 5 - MISCELLANEOUS

5.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions, as modified by the Supplementary Conditions, will have the meanings indicated in the General Conditions.

5.2 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, moneys that may become due and moneys 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.

5.3 Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

5.4 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

5.5 Paragraph SC-6.7.3 of the Supplementary Conditions provides for charging the Contractor for costs associated with any request for substitution made by the Contractor. Section 1300 of the General Requirements provides for charging the Contractor for costs

associated with review of any submittals which are classified as excess re-submittals; that is, any re-submittal beyond the first. Contractor agrees to compensate Owner for such charges by allowing deductions from Contractor's progress payments.

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

(If Contractor is a Corporation)

Attest:

\_\_\_\_\_  
Name of Corporation

\_\_\_\_\_  
Signature of Secretary or  
Assistant Secretary

\_\_\_\_\_  
Address of Principal Office

(Corporate Seal)

\_\_\_\_\_  
State of Incorporation

\_\_\_\_\_  
Signature of  
President or Vice President

(Owner)

Attest:

\_\_\_\_\_  
Owner's Organizational Name

\_\_\_\_\_  
Owner's Address

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Type or print name below each signature.

END OF AGREEMENT

DOCUMENT 00610

PERFORMANCE BOND

CONTRACTOR (Name and Address):

SURETY (Name and Address):

OWNER (Name and Address):

TOWN OF MYERSVILLE  
301 Main Street  
P.O. Box 295  
Myersville, MD 21773

AGREEMENT

Amount:

Project Identification

SCOCER TRAIL WALKING PATH

Contract Number and  
Identification:

ONE - GENERAL

BOND

Date:

Amount:

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the Performance of the Work as defined by the Agreement, which is incorporated herein by reference.
2. If the Contractor performs the Work, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Paragraph 3.1.
3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
  - 3.1 The Owner has notified the Contractor and the Surety at its address described in Article 10 below, that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Work. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Work, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor default; and

- 3.2 The Owner has declared a Contractor default and formally terminated the Contractor's right to complete the Work. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Paragraph 3.1; and
  - 3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Agreement or to a contractor selected to perform the Work in accordance with the terms of the Agreement with the Owner.
4. When the Owner has satisfied the conditions of Article 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
- 4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Work; or
  - 4.2 Undertake to perform and complete the Work itself, through its agents or through independent contractors; or
  - 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Work, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Work, and pay to the Owner the amount of damages as described in Article 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or
  - 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
    1. After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or
    2. Deny liability in whole or in part and notify the Owner citing reasons therefor.
5. If the Surety does not proceed as provided in Article 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
6. After the Owner has terminated the Contractor's right to complete the Work, and if the Surety elects to act under Paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety

to the Owner shall not be greater than those of the Contractor under the Agreement, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Agreement. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Work, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for:

1. Completion of the Work, as defined in Article 1 of the General Conditions.
2. Correction of defective work during the one-year Correction Period, as defined in Paragraph 13.12 of the General Conditions.

6.2 Additional legal, design, professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Article 4; and

6.3 Liquidated damages, or if no liquidated damages are specified in the Agreement, actual damages caused by delayed performance or non-performance of the Contractor.

7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Work, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, or successors.

8. The Surety hereby waives notice of any change, including changes of time, to the Agreement or to related subcontracts, purchase orders, and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working and within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Article are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the front page.

11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

## 12. Definitions

- 12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Agreement after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Agreement.
- 12.2 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Agreement.
- 12.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Agreement or to perform and complete or comply with the other terms thereof.
- 12.4 The terms used in this Performance Bond which are defined in the General Conditions have the meaning assigned to them in the General Conditions.

(this space intentionally left blank)

(If Contractor is a Corporation)

ATTEST:

\_\_\_\_\_  
Name of Corporation

\_\_\_\_\_  
Signature of Secretary or  
Assistant Secretary

\_\_\_\_\_  
Address of Principal Office

(CORPORATE SEAL)

\_\_\_\_\_  
State of Incorporation

\_\_\_\_\_  
Signature of  
President or Vice President

Type or print name below each signature.

(Corporation Surety)

\_\_\_\_\_  
Name of Corporation

\_\_\_\_\_  
Address of Office

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Attorney-in-fact

Attach an appropriate power of attorney, dated as of the same date as the Bond, evidencing the authority of the Attorney-in-fact to act in behalf of the corporation.

Type or print name below each signature.

END OF PERFORMANCE BOND

DOCUMENT 00620

PAYMENT BOND

CONTRACTOR (Name and Address):

SURETY (Name and Address):

OWNER (Name and Address):

TOWN OF MYERSVILLE  
301 Main Street  
P.O. Box 295  
Myersville, MD 21773

AGREEMENT

Amount:

Project Identification

SOCCER TRAIL WALKING PATH

Contract Number and  
Identification:

ONE – GENERAL

BOND

Date:

Amount:

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Work as defined by the Agreement, which is incorporated herein by reference.
2. With respect to the Owner, this obligation shall be null and void if the Contractor:
  - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
  - 2.2 Defends, indemnifies, and holds harmless the Owner from all claims, demands, liens, or suits by any person or entity who furnished labor, materials, or equipment for use in the performance of the Work, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Article 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety, and provided there is no Owner Default.

3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
4. The Surety shall have no obligation to Claimants under this Bond until:
  - 4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Article 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
  - 4.2 Claimants who do not have a direct contract with the Contractor:
    1. Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
    2. Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
    3. Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Article 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.
5. If a notice required by Article 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.
6. When the Claimant has satisfied the conditions of Article 4, the Surety shall promptly and at the Surety's expense take the following actions.
  - 6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
  - 6.2 Pay or arrange for payment of any undisputed amounts.
7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8. Amounts owed by the Owner to the Contractor under the Agreement shall be used for the performance of the Work and to satisfy claims, if any, under any Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Work are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the Work.

9. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Work. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. The Surety hereby waives notice of any change, including changes of time, to the Agreement or to related subcontracts, purchase orders, and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraphs 4.2.3 or 4.1, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Agreement, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the front page. Actual receipt of notice by Surety, the Owner, or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the front page.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. Definitions

15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Work. The intent of this Bond shall be to include without limitation in the terms "labor, materials, or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Work, architectural and engineering services required for performance of the Work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

15.2 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Agreement or to perform and complete or comply with the other terms thereof.

15.3 The terms used in this Payment Bond which are defined in the General Conditions have the same meaning assigned to them in the General Conditions.

(If Contractor is a Corporation)

ATTEST:

	_____ Name of Corporation
_____ Signature of Secretary or Assistant Secretary	_____ Address of Principal Office
(CORPORATE SEAL)	_____ State of Incorporation
	_____ Signature of President or Vice President

Type or print name below each signature.

(Corporation Surety)

\_\_\_\_\_  
Name of Corporation

\_\_\_\_\_  
Address of Office

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Attorney-in-fact

Attach an appropriate power of attorney, dated as of the same date as the Bond, evidencing the authority of the Attorney-in-fact to act in behalf of the corporation.

Type or print name below each signature.

END OF PAYMENT BOND

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of a Project and the controlling Federal Laws and Regulations and/or Laws and Regulations of the State in which the Project is located. Refer to the Supplementary Conditions for amendments made to this. This document must be used in conjunction with the Supplementary Conditions of the Contract.

# STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

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and

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STANDARD GENERAL CONDITIONS OF THE  
CONSTRUCTION CONTRACT

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## ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

### 1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
  2. *Agreement*—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.
  3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
  4. *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.
  5. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
  6. *Bidder*—The individual or entity who submits a Bid directly to Owner.
  7. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).
  8. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.
  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.
  10. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
  11. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.
  12. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
  13. *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 11.03 in the case of Unit Price Work).
  14. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.
  15. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.
  16. *Cost of the Work*—See Paragraph 11.01 for definition.
  17. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other

Contractor submittals are not Drawings as so defined.

18. *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.
19. *Engineer*—The individual or entity named as such in the Agreement.
20. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
21. *General Requirements*—Sections of Division 1 of the Specifications.
22. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.
23. *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.
24. *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.
25. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.
26. *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.
27. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.
28. *Notice to Proceed*—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.
29. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.
30. *PCBs*—Polychlorinated biphenyls.
31. *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 Waste and crude oils.
32. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
33. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
- \*34. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.
35. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
36. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.
37. *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.
38. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to

- support scheduled performance of related construction activities.
39. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.
40. *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.
41. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
42. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.
43. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
44. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
45. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.
46. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.
47. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
48. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
49. *Unit Price Work*—Work to be paid for on the basis of unit prices.
50. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.
51. *Work Change Directive*—A written statement 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 subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered 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.

## 1.02 Terminology

- A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in

the Bidding Requirements or Contract Documents, have the indicated meaning.

**B. Intent of Certain Terms or Adjectives:**

1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

**C. Day:**

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

**D. Defective:**

1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
  - a. does not conform to the Contract Documents; or
  - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
  - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

**E. Furnish, Install, Perform, Provide:**

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.

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

## ARTICLE 2 – PRELIMINARY MATTERS

### 2.01 Delivery of Bonds and Evidence of Insurance

- A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. Evidence of Insurance: 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 Article 5.

## 2.02 Copies of Documents

- A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

## 2.03 Commencement of Contract Times; Notice to Proceed

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the 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 30 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.

## 2.04 Starting the Work

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

## 2.05 Before Starting Construction

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

## 2.06 Preconstruction Conference; Designation of Authorized Representatives

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

## 2.07 Initial Acceptance of Schedules

- A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
  - 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
  - 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
  - 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

**ARTICLE 3 – CONTRACT DOCUMENTS: INTENT,  
AMENDING, REUSE**

**3.03 Reporting and Resolving Discrepancies**

**3.01 Intent**

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.
- C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

**3.02 Reference Standards**

**A. Standards, Specifications, Codes, Laws, and Regulations**

- 1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, 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.
- 2. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

**A. Reporting Discrepancies:**

- 1. Contractor's Review of Contract Documents Before Starting Work: Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.
- 2. Contractor's Review of Contract Documents During Performance of Work: If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.
- 3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

**B. Resolving Discrepancies:**

- 1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:
  - a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or

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

### 3.04 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.
- B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:
  - 1. A Field Order;
  - 2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or
  - 3. Engineer's written interpretation or clarification.

### 3.05 *Reuse of Documents*

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

### 3.06 *Electronic Data*

- A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.
- C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

## **ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS**

### 4.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

#### 4.02 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
  - 1. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and
  - 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the 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 or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
  - 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
  - 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
  - 3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

#### 4.03 *Differing Subsurface or Physical Conditions*

- A. *Notice:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:
  - 1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or
  - 2. is of such a nature as to require a change in the Contract Documents; or
  - 3. differs materially from that shown or indicated in the Contract Documents; or
  - 4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents; then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.
- B. *Engineer's Review:* After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, 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.
- C. *Possible Price and Times Adjustments:*
  - 1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
    - a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and
    - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to

the provisions of Paragraphs 9.07 and 11.03.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:
  - a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or
  - b. 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
  - c. Contractor failed to give the written notice as required by Paragraph 4.03.A.
3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or 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) sustained by Contractor on or in connection with any other project or anticipated project.

#### 4.04 *Underground Facilities*

- A. *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, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and
2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
  - a. reviewing and checking all such information and data;
  - b. locating all Underground Facilities shown or indicated in the Contract Documents;
  - c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and
  - d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

#### B. *Not Shown or Indicated:*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy 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 6.16.A), 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 or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or

indicated or not shown or indicated with reasonable accuracy 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 on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

#### 4.05 *Reference Points*

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

- C. Contractor shall not be responsible for any Hazardous Environmental Condition 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. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

#### 4.06 *Hazardous Environmental Condition at Site*

- A. *Reports and Drawings:* The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the 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 or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
  1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and

- D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 4.06.E.

- E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (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 on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor,

either party may make a Claim therefor as provided in Paragraph 10.05.

- F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.
- G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and

against the consequences of that individual's or entity's own negligence.

- I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

## ARTICLE 5 – BONDS AND INSURANCE

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

- A. 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 of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, 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 Contract Documents.
- B. 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 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 Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.
- C. If the surety on any bond furnished by Contractor is declared 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 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

### 5.02 *Licensed Sureties and Insurers*

- A. 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 coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

### 5.03 *Certificates of Insurance*

- A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee 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.
- B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee 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.
- C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.
- E. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

### 5.04 *Contractor's Insurance*

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

- 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
- 2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
- 3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
- 4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:
  - a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or
  - b. by any other person for any other reason;
- 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
- 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.

- B. The policies of insurance required by this Paragraph 5.04 shall:

- 1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;
- 2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or

required by Laws or Regulations, whichever is greater;

3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;
4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);
5. 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 13.07; and
6. include completed operations coverage:
  - a. Such insurance shall remain in effect for two years after final payment.
  - b. 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.

#### 5.05 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

#### 5.06 *Property Insurance*

- A. 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:

1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;
2. be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.
3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;
5. allow for partial utilization of the Work by Owner;
6. include testing and startup; and
7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.

- B. Owner shall purchase and maintain such equipment breakdown 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, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.

- C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.
- D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 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, Subcontractors, 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.
- E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under this Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. 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.

#### 5.07 *Waiver of Rights*

- A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes

of loss 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 insureds or loss payees thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for:
  - 1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
  - 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, members, partners, employees,

agents, consultants and subcontractors of each and any of them.

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

- A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. 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 damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.
- B. 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 15 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 the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

#### 5.09 *Acceptance of Bonds and Insurance; Option to Replace*

- A. If either 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 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. 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 of 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.

#### 5.10 *Partial Utilization, Acknowledgment of Property Insurer*

- A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 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 canceled or permitted to lapse on account of any such partial use or occupancy.

### **ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES**

#### 6.01 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

#### 6.02 *Labor; Working Hours*

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

- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

### 6.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.
- B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

### 6.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.
  - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.

- 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

### 6.05 *Substitutes and "Or-Equals"*

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.
  - 1. "*Or-Equal*" Items: 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 approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:
    - a. in the exercise of reasonable judgment Engineer determines that:
      - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
      - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and
      - 3) it has a proven record of performance and availability of responsive service.

- b. Contractor certifies that, if approved and incorporated into the Work:
  - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
  - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. *Substitute Items:*

- a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.
- b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.
- c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.
- d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
  - 1) shall certify that the proposed substitute item will:
    - a) perform adequately the functions and achieve the results called for by the general design,
    - b) be similar in substance to that specified, and c) be suited to the same use as that specified;
  - 2) will state:

- a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,
- b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
- c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;
- 3) will identify:
  - a) all variations of the proposed substitute item from that specified, and
  - b) available engineering, sales, maintenance, repair, and replacement services; and
- 4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.

B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by 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 requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.

C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require

Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No “or equal” or substitute will be ordered, installed or utilized until Engineer’s review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an “or equal.” Engineer will advise Contractor in writing of any negative determination.

- D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor’s expense a special performance guarantee or other surety with respect to any substitute.
- E. *Engineer’s Cost Reimbursement:* Engineer will record Engineer’s costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- F. *Contractor’s Expense:* Contractor shall provide all data in support of any proposed substitute or “or-equal” at Contractor’s expense.

#### 6.06 Concerning Subcontractors, Suppliers, and Others

- A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.
- B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner’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 individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

- C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor’s own acts and omissions. Nothing in the Contract Documents:
  - 1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor
  - 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.
- D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.
- E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.
- F. 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.
- G. 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 a loss payee on the property insurance provided in Paragraph 5.06, 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, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by 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.

#### 6.07 *Patent Fees and Royalties*

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

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

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

#### 6.08 *Permits*

- A. 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. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

#### 6.09 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's responsibility to make certain that the Specifications and

Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

- C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

#### 6.10 Taxes

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

#### 6.11 Use of Site and Other Areas

##### A. Limitation on Use of Site and Other Areas:

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas 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.
2. 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.
3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or

arbitration or other dispute resolution costs) arising out of or relating to any 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.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

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

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

#### 6.12 Record Documents

- A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show 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.

#### 6.13 Safety and Protection

- A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance

of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;
  2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
  3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other 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.
- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly,

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

- F. Contractor's duties and responsibilities for safety and 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 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

#### 6.14 *Safety Representative*

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

#### 6.15 *Hazard Communication Programs*

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

#### 6.16 *Emergencies*

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

#### 6.17 *Shop Drawings and Samples*

- A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. *Shop Drawings:*

- a. Submit number of copies specified in the General Requirements.
- b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples:*

- a. Submit number of Samples specified in the Specifications.
- b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Submittal Procedures:*

1. Before submitting each Shop Drawing or Sample, Contractor shall have:
  - a. 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;
  - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
  - c. determined and verified the suitability of all materials offered

with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

- d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

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

3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. *Engineer's Review:*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (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.

3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. *Resubmittal Procedures:*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 *Continuing the Work*

- A. 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 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
  1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
  2. normal wear and tear under normal usage.

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

1. observations by Engineer;
2. recommendation by Engineer or payment by Owner of any progress or final payment;
3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
4. use or occupancy of the Work or any part thereof by Owner;
5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;
6. any inspection, test, or approval by others; or
7. any correction of defective Work by Owner.

6.20 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .
- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors

by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

- C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
  2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

#### 6.21 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.
- B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

### **ARTICLE 7 – OTHER WORK AT THE SITE**

#### *7.01 Related Work at Site*

- A. Owner may perform other work related to the Project at the Site with Owner's employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:
1. written notice thereof will be given to Contractor prior to starting any such other work; and
  2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.
- B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come

together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected. 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.

- C. 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 to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

#### 7.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:
  - 1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
  - 2. the specific matters to be covered by such authority and responsibility will be itemized; and
  - 3. the extent of such authority and responsibilities will be provided.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

#### 7.03 *Legal Relationships*

- A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.
- B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other

contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.

- C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

### ARTICLE 8 – OWNER'S RESPONSIBILITIES

#### 8.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

#### 8.02 *Replacement of Engineer*

- A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

#### 8.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

#### 8.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

#### 8.05 *Lands and Easements; Reports and Tests*

- A. Owner's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

#### 8.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

### 8.07 *Change Orders*

- A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

### 8.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

### 8.09 *Limitations on Owner's Responsibilities*

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

### 8.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

### 8.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents.

### 8.12 *Compliance with Safety Program*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed pursuant to Paragraph 6.13.D.

## **ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION**

### 9.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as

Owner's representative during construction are set forth in the Contract Documents.

### 9.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

### 9.03 *Project Representative*

- A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

#### 9.04 *Authorized Variations in Work*

- A. 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 or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

#### 9.05 *Rejecting Defective Work*

- A. Engineer will have authority to 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 13.04, whether or not the Work is fabricated, installed, or completed.

#### 9.06 *Shop Drawings, Change Orders and Payments*

- A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.
- B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.
- C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12. D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

#### 9.07 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such

matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

#### 9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.
- B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.
- C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.
- D. When functioning as interpreter and judge under this Paragraph 9.08, 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.

#### 9.09 *Limitations on Engineer's Authority and Responsibilities*

- A. 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 in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual

or entity, or to any surety for or employee or agent of any of them.

1., 2., and 3.

- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

#### 9.10 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.

### **ARTICLE 10 – CHANGES IN THE WORK; CLAIMS**

#### 10.01 *Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by 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).

- B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

#### 10.02 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.D.

#### 10.03 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:
  - 1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;
  - 2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and
  - 3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; 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 6.18.A.

#### 10.04 *Notification to Surety*

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

#### 10.05 *Claims*

- A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.
- B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).
- C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:
  - 1. deny the Claim in whole or in part;

- 2. approve the Claim; or
  - 3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.
- D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.
  - E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.
  - F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

### **ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK**

#### 11.01 *Cost of the Work*

- A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. 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 not include any of the costs itemized in Paragraph 11.01.B, and shall include only the following items:
  - 1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be

- apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.
2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
  3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.
  4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
  5. Supplemental costs including the following:
    - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
    - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
    - c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
    - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
    - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
    - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the

written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

- g. The cost of utilities, fuel, and sanitary facilities at the Site.
  - h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.
  - i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.
- B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:
- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.
  - 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
  - 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
  - 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly

supplied, and making good any damage to property.

- 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.
- C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.
- D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

#### 11.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances:*
- 1. Contractor agrees that:
    - a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
    - b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. *Contingency Allowance:*

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

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

#### 11.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:
  1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
  2. there is no corresponding adjustment with respect to any other item of Work; and
  3. 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 PRICE; CHANGE OF CONTRACT TIMES

### 12.01 Change of Contract Price

- A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

- B. 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:

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 Paragraph 11.03); or
2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or
3. 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 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

- C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or
2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
  - a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;
  - b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;
  - c. where one or more tiers of subcontracts are on the basis of Cost

of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.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;

- d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;
- e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
- f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

### 12.02 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

### 12.03 *Delays*

- A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim

is made therefor as provided in Paragraph 12.02.A. 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.

- B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.
- D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or 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) sustained by Contractor on or in connection with any other project or anticipated project.
- E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

**ARTICLE 13 – TESTS AND INSPECTIONS;  
CORRECTION, REMOVAL OR  
ACCEPTANCE OF DEFECTIVE WORK**

*13.01 Notice of Defects*

- A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13.

*13.02 Access to Work*

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

*13.03 Tests and Inspections*

- A. 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.
- B. 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:
  - 1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;
  - 2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and
  - 3. as otherwise specifically provided in the Contract Documents.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests,

or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

- D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection 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 acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.
- E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation.
- F. Uncovering Work as provided in Paragraph 13.03.E 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.

*13.04 Uncovering Work*

- A. 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.
- B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, 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.
- C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such 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. If the

parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.

- D. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

### 13.05 *Owner May Stop the Work*

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

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

- A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).
- B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

### 13.07 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special

guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or
  2. correct such defective Work; or
  3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
  4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.
  - C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
  - D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
  - E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07

shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

#### 13.08 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. 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, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

#### 13.09 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, 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.

- C. 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) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 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. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

### **ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION**

#### 14.01 *Schedule of Values*

- A. The Schedule of Values established as provided in Paragraph 2.07.A 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.

#### 14.02 *Progress Payments*

- A. *Applications for Payments:*
  - 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and

accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

**B. Review of Applications:**

1. Engineer will, within 10 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.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

- a. the Work has progressed to the point indicated;

- b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the recommendation); and
- c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

- a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or
- b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

- a. to supervise, direct, or control the Work, or
- b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
- c. for Contractor's failure to comply with Laws and Regulations

- applicable to Contractor's performance of the Work, or
- d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or
  - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:
- a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
  - b. the Contract Price has been reduced by Change Orders;
  - c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
  - d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.
- C. *Payment Becomes Due:*
1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.
- D. *Reduction in Payment:*
1. Owner may refuse to make payment of the full amount recommended by Engineer because:
    - a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
    - b. 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;
    - c. there are other items entitling Owner to a set-off against the amount recommended; or
    - d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.
  2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.
  3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

#### 14.03 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any 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.

#### 14.04 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion.

If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a 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 14 days after submission of the tentative certificate to Owner, notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will, within said 14 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.
- D. 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, and protection of the Work, 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.
- E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the tentative list.

#### 14.05 *Partial Utilization*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree

constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04.A through D for that part of the Work.
2. 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.
3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

#### 14.06 *Final Inspection*

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

## 14.07 *Final Payment*

### A. *Application for Payment:*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:
  - a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;
  - b. consent of the surety, ~~if any,~~ to final payment;
  - c. a list of all Claims against Owner that Contractor believes are unsettled; and
  - d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or 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 might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

### B. *Engineer's Review of Application and Acceptance:*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract 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 for Payment 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 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

### C. *Payment Becomes Due:*

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

## 14.08 *Final Completion Delayed*

- A. 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 (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, 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 5.01, 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.

#### 14.09 *Waiver of Claims*

- A. The making and acceptance of final payment will constitute:
  - 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 14.06, 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
  - 2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

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

#### 15.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by 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 granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

#### 15.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will justify termination for cause:
  - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);

- 2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
- 3. Contractor's repeated disregard of the authority of Engineer; or
- 4. Contractor's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:

- 1. 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);
- 2. 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
- 3. complete the Work as Owner may deem expedient.

C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds 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) sustained by Owner arising out of or relating to 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. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such

failure within no more than 30 days of receipt of said notice.

- E. 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.
- F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

#### 15.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
  - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
  - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
  - 3. 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) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and
  - 4. reasonable expenses directly attributable to termination.
- B. 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.

#### 15.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

### **ARTICLE 16 – DISPUTE RESOLUTION**

#### 16.01 *Methods and Procedures*

- A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.
- B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:

1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions; or
2. agrees with the other party to submit the Claim to another dispute resolution process; or
3. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

## ARTICLE 17 – MISCELLANEOUS

### 17.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or
  2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

### 17.02 *Computation of Times*

- A. 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.

### 17.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. 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.

### 17.04 *Survival of Obligations*

- A. 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 or termination or completion of the Contract or termination of the services of Contractor.

### 17.05 *Controlling Law*

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

### 17.06 *Headings*

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

### 17.07 *Resident Project Representative Responsibilities and Authority*

SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the General Conditions as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

SC-1

The terms used in these Supplementary Conditions which are defined in the General Conditions have the meaning assigned to them in the General Conditions. The following definition(s) are added to the General Conditions.

1.46 Products -- New materials, machinery, components, equipment, fixtures, systems, and any other item which will become or has become a physical portion of the Work. The term "Products" does not include machinery and equipment used for preparation, fabrication, conveying, or erection of the Work. The term "Products" may include materials, equipment, or components removed from existing facilities that may, if specifically permitted by the Contract Documents, be re-used in the Work.

1.47 General Conditions -- Engineers' Joint Contract Documents Committee (Document EJCDC No. 1910-8, 1990 Edition) "Standard General Conditions of the Construction Contract".

SC-1.6

Delete General Conditions Paragraph 1.6 in its entirety and insert the following in its place:

1.6 Bidding Documents -- The Invitation to Bid, Instructions to Bidders, Bid Form, Bid Bond Form, Certification Regarding Debarment, Suspension and Other Responsibility Matters, Non-Discrimination in Employment Certificate, Experience Questionnaire, List of Proposed Subcontractors, all Addenda, and the proposed Contract Documents.

SC-1.12

Delete General Conditions Paragraph 1.12 in its entirety and insert the following in its place:

1.12 Contract Times -- The numbers of calendar 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.

SC-1.33

Delete General Conditions Paragraph 1.33 in its entirety and insert the following in its place:

- 1.33 Resident Project Representative -- A representative of either the Owner or Engineer who may be assigned to the Project site on either a full- or part-time basis. The duties, responsibilities, and limitations on authority of the Resident Project Representative are specified in SC-17.6.

SC-1.38

Add the following at the end of General Conditions Paragraph 1.38:

“In no event will the Work be certified as substantially complete until at least 90 percent of Work is completed .”

SC-2.2

Delete General Conditions Paragraph 2.2 in its entirety and insert the following in its place:

- 2.2 Owner will furnish to the Contractor one (1) complete sets of the Contract Documents.

SC-2.7

Delete General Conditions Paragraph 2.7 in its entirety and insert the following in its place:

- 2.7 Before any Work at the site is started, Contractor shall deliver to Owner, with a copy to Engineer, certificates (and other evidence of insurance requested by Owner) which Contractor is required to purchase and maintain in accordance with General Conditions Paragraph 5.4 and Supplementary Conditions Paragraphs SC-5.6 and SC-5.7.

SC-4.6

Add a new General Conditions paragraph which reads as follows:

4.6 Existing Utilities

- 4.6.1 Contractor shall comply with Federal, State, and local regulations relating to the requirement to notify utility companies prior to performing work which has the potential to damage the facilities of such utility companies. Where such utility company facilities are located underground, Contractor shall make arrangements for a utility company representative to locate the underground facilities prior to initiating excavation work.
- 4.6.2 If any utility company facility is damaged during the Work, Contractor shall immediately notify the affected utility company. Contractor shall be fully

responsible for repairing or replacing such damaged facilities in accordance with utility company’s requirements. If Contractor fails to promptly repair or replace damaged facilities, Owner or utility company may arrange to have the required work performed by others and the cost of such work will be charged to the Contractor by deduction from a progress payment.

SC-5.3.2

Delete General Conditions Paragraph 5.3.2 in its entirety and insert the following in its place:

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 General Conditions Paragraph 5.4 and Supplementary Conditions Paragraphs SC-5.6 and SC-5.7.

SC-5.3.3

Add a new General Conditions paragraph which reads as follows:

5.3.3 Contractor shall submit evidence of required insurance coverage on Acord 25 form “Certificate of Insurance”, which shall be modified to state: “All policies of insurance shown on this form will not be canceled or materially changed or renewal refused until at least thirty days’ prior written notice has been given to Owner and Engineer and to each other additional insured.”

SC-5.4.8

The limits of liability for the insurance required by General Conditions Paragraph 5.4 shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

	<u>Type of Coverage</u>	<u>Minimum Limits</u>
5.4.8.1	Workers’ Compensation (Including coverage under United States Longshoremen’s and Harbor Workers Act, where applicable)	Statutory
5.4.8.2	Employer’s Liability:	
	Each Accident	\$100,000
	Disease; Each Employee	\$100,000
	Disease; Aggregate	\$500,000

	Type of Coverage	Minimum Limits
5.4.8.3	Comprehensive General (Public) Liability, including the following:	
	(1) XCU coverage covering explosion, collapse, underground damage.	
	(2) Products--Completed Operations Coverage until two years after final payment to be provided by endorsement or issuance of separate policy of insurance in name of Owner.	
	(3) Contractual Liability insuring the hold harmless and indemnification provisions of the Contract Documents.	
	(4) Bodily Injury and Property Damage	\$3,000,000 combined single unit
5.4.8.4	Personal Injury Aggregate:	\$1,000,000
5.4.8.5	Contractor's Protective Liability (If subcontractors are employed)	\$3,000,000
	Bodily Injury and Property Damage	combined single unit
5.4.8.6	Motor Vehicle Liability	3,000,000
	Bodily Injury and Property Damage	combined single unit
5.4.8.7	Additional Insured:	
	a. Town of Myersville	
	b. ARRO Consulting, Inc. (Engineer)	

SC-5.16

At the end of General Conditions Article 5, add a new paragraph which reads as follows:

5.16 If Contract Price or Contract Time is changed in accordance with General Conditions Article 10, Owner or Engineer may require that Contractor's bonds and insurance policies be modified to reflect such changes. Any resulting changes in Contractor's bond and insurance costs will be paid for in accordance with General Conditions Paragraph 11.4.5.9.

### SC-6.3

Add the following subparagraphs under General Conditions Paragraph 6.3:

6.3.1 Regular working hours for the Project are defined as 7 AM to 4PM Monday through Friday.

6.3.2 If Owner consents to Contractor working during non-regular hours or on Saturday, Sunday, or any legal holiday, Contractor shall reimburse Owner for wages, salaries, and expenses paid to Owner's and Engineer's personnel which, in the Owner's judgment, are required to be present at the Project site during the Contractor's Work. Contractor's reimbursement to Owner for these extra personnel costs will be in the form of deduction from a progress payment.

### SC-6.7.1

Delete General Conditions Paragraphs 6.7.1.1, 6.7.1.2 and 6.7.1.3 in their entirety and insert the following Paragraphs 6.7.1.1 through 6.7.1.10 in their place:

6.7.1.1 "Or-Equal": If in Engineer's sole discretion a Product proposed by Contractor is functionally the same, is fully equivalent in quality and durability, and is 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 Product 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 a Product proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.7.1.1, it will be considered a proposed substitute item. The determination as to whether the Product is an "or-equal" or a proposed substitute item will be made during Engineer's review of the Product Shop Drawing, as defined in Article 1 of the General Conditions. If the Product proposed by the Contractor is not considered an "or-equal" Product, the Shop Drawing will be returned to the Contractor with the notation "Returned for Correction". Contractor will then be required to proceed as specified in the following Paragraphs 6.7.1.3 through 6.7.1.9.

- 6.7.1.3 Submit three copies of request for substitution, plus the number required to be returned to the entity making the request, to the Engineer. Each request for substitution shall cover one Product only.
- 6.7.1.4 Requests for substitutions will be accepted only from a prime Contractor on the Project and, if requests are permitted during the Bidding period, from a Bidder as defined in the Instructions to Bidders.
- 6.7.1.5 If Instructions to Bidders allow requests for substitutions during the Bidding period, time the submittal so that Engineer receives request for substitution at least 18 days prior to the Bid opening date.
- 6.7.1.6 Submit, with request for substitution, Shop Drawings, Product data, warranty information, case histories, lists of projects on which the Product has been successfully used, test reports, manufacturer's company profile, name and address of manufacturer's service organization, and other data as required to establish that proposed substitute Product is fully equivalent in quality to the Product of the named manufacturer(s) and meets all Specification requirements.
- 6.7.1.7 Submit, with request for substitution, the dollar amount which the Owner will receive as a credit toward the Contract Price if the substitution is approved. The Owner and Engineer reserve the right to make an independent investigation of the cost savings, to negotiate with the Contractor to increase the credit, and to reject a proposed substitution if the credit is considered insufficient.
- 6.7.1.8 Attach letters, provided by other contractors whose work may be affected by the proposed substitution, stating that the substitution will either have no effect on their work or that the substitution will affect their work and that the entity making the request for substitution has agreed to pay any extra costs which may be incurred if the substitution is approved. (This requirement does not apply during the Bidding period.)
- 6.7.1.9 The entity submitting the request for substitution shall include, on its transmittal letter, the signed statement: "The signer of this letter certifies that all requirements of General Conditions Paragraph 6.7.1.9 have been or will be met". The signer of the transmittal letter, by making this statement, affirms that: the proposed substitute Product has been investigated and has been found to equal or exceed in quality and durability the Product of the named manufacturer(s) and, further, that it meets all Specification requirements; all other prime contractors on the Project have been contacted as to the effect of the proposed substitution on their work and that letters from all other prime contractors are being submitted with the request (this condition does not apply during the Bidding period); the same Product warranty, which would have been provided by the named manufacturer(s), will be provided for the

substitute Product; the entity submitting the request for substitution will coordinate installation of the proposed substitute and make any required changes in the Work at no additional cost to the Owner; the entity submitting the request for substitution will not make claims for additional costs or additional time required to implement the substitution; the entity making the request for substitution will reimburse the Owner for all costs associated with review of the request for substitution, all redesign costs, and all costs required to obtain re-approval from regulatory agencies; all licenses required for use of the proposed substitute Product will be obtained and paid for by the entity submitting the request for substitution and such license(s) will be transferred to the Owner; if required by the Engineer, the entity submitting the request for substitution will provide a special performance warranty or bond (separate from the Contract Performance Bond) as a condition of Engineer's acceptance of the proposed substitute Product (such bond may be in an amount up to 200 percent of the dollar value of the Product as determined by the Engineer).

6.7.1.10 Engineer will notify the entity submitting the request, in writing, of decision to accept or reject proposed substitute Product.

SC-6.7.2

Change the last sentence in General Conditions Paragraph 6.7.2 to read:

The procedures for such proposed substitute means, methods, techniques, sequences, or procedures shall be equivalent to those specified in Paragraphs 6.7.1.3 through 6.7.1.10.

SC-6.7.3

Delete General Conditions Paragraph 6.7.3 in its entirety and insert the following in its place:

6.7.3 Engineer will be allowed a reasonable time within which to evaluate each proposed substitute. Engineer will be the sole judge of acceptability, and no substitute will be ordered, installed, or utilized without Engineer's prior written approval. Engineer will record time required by Engineer and Engineer's Consultants in evaluating substitutions, making any required revisions to Contract Documents, and obtaining re-approval from regulatory agencies. Contractor will be charged for the recorded man-hours, whether or not substitution is approved, at Engineer's and Engineer's Consultant's current hourly rates. Charges will be subtracted from the Contractor's next progress payment.

SC-6.13

Owner has made application, and has paid or will pay required fees, for the permits and approvals listed below:

- 6.13.1 Approval of sediment and erosion control plan from Catoclin and Frederick Soil Conservation District.

SC-6.15

Delete General Conditions Paragraph 6.15 in its entirety and insert the following in its place:

- 6.15 The Contractor shall be responsible for the payment of all taxes required by law on all materials, tools, apparatus, equipment, fixtures, services, and incidentals which may be purchased or used for the purpose of performing the Work. Owner may be exempt from sales and use taxes for certain items to be incorporated into the Work. Contractor shall obtain legal advice to determine how and to what extent the Owner's tax exemption may be utilized by the Contractor. Owner will provide, at Contractor's request, required documentation to assist Contractor in obtaining any applicable tax exemptions.

SC-6.18

Add the following to the end of General Conditions Paragraph 6.18:

The Contractor shall determine the legal dimensional and load limits on all roads and bridges over and under which equipment and materials will be moved. In the event that loads or dimensions exceed legal limits, the Contractor shall obtain the necessary permits, pay permit fees, and comply with all regulations for moving such loads.

SC-6.23

Add the following subparagraph under General Conditions Paragraph 6.23:

- 6.23.1 The Contractor shall provide during non-working hours a maintenance crew to correct conditions which are hazardous to the public or detrimental to proper system operation. If the Contractor fails to correct the problem within a reasonable period of time, the necessary corrections will be performed by others and the full costs of the work charged to the Contractor. Names, addresses, and telephone numbers of the Contractor's emergency repair personnel shall be submitted to the Owner and Engineer at the pre-construction conference.

SC-6.33

Delete General Conditions Paragraph 6.33 in its entirety and insert the following in its place:

- 6.33 The indemnification obligations of the Contractor under Paragraph 6.31 shall not extend to the liability of the Engineer, Engineer's Consultants, agents, officers, directors, or employees arising out of errors or omissions of any of them in the preparation of maps, drawings, opinions, reports, surveys, Change Orders, designs

or specifications, or the giving or failure to give directions or instructions, relating to design of the Work as opposed to Project Construction procedures, by the Engineer, his agents or employees, provided that such giving or failure to give is the primary cause of the injury or damage.

#### SC-9.1

Modify the first sentence of General Conditions Paragraph 9.1 to read:

Engineer will be one of Owner's representatives during the construction period.

#### SC-9.10

Delete General Conditions Paragraph 9.10 in its entirety, including the heading "Determinations for Unit Prices:" Delete all other General Conditions references to Paragraph 9.10.

#### SC-10.6

Add the following new paragraph to General Conditions Article 10.

10.6 When submitting a Change Order request, the Contractor shall provide such information as the Engineer and Resident Project Representative may require for the preparation of the Change Order in accordance with the General Conditions. Such information may include, but not be limited to, the following:

10.6.1 Itemized description of the addition, deletion, or revision to the Work.

10.6.2 Itemized description of the change in the Contract Price, including itemized labor costs and materials pricing data to enable determination of the necessity and reasonableness of the costs.

10.6.3 Description of the change, if any, in the Contract Time. The Contractor shall submit adequate documentation to satisfactorily prove that the nature of the delay actually and unavoidably will impact the Contract Times.

#### SC-11.8

Delete General Conditions Paragraph 11.8, including subparagraphs 11.8.1 and 11.8.2, in its entirety. All provisions relating to Allowances are covered in General Requirements Section 01020. Note that "Cash Allowances" (the heading on the now deleted GC-11.8) are just one of several types of Allowances that may be used on a Project.

#### SC-13.4.3

Method of paying for certain tests and inspections is covered in the General Requirements. If General Requirements provisions related to tests and inspections are in conflict with the provisions of General Conditions Paragraph 13.4, the General Requirements provisions shall govern.

SC-14.2.1

Add the following subparagraph under General Conditions Paragraph 14.2:

- 14.2.1 Conditions relating to payment for Products suitably stored on the Project site, but not yet incorporated in the Work, are given in General Requirements Section 01025.

SC-14.12

Modify item (ii) in the second sentence of Paragraph 14.12 to read:

. . . (ii) consent of surety to final payment, . . .

SC-17.2.1

Delete General Conditions Paragraph 17.2.1 in its entirety and replace with the following:

- 17.2.1 When any period of time is referred to in the Contract Documents by “day” it will be defined to mean “calendar day” except when it is contained within the content of a Federal or State legal act, or statute, in which case it will be as defined by the legal act or statute.

SC-17.6

At the end of General Conditions Article 17, add a new Paragraph which reads as follows:

Resident Project Representative:

- 17.6 A Resident Project Representative will be assigned to the Project site. The responsibilities and authority and limitations thereon of the Resident Project Representative will be as follows:

- 17.6.1 Schedules: Review the progress schedule and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.

- 17.6.2 Conferences and Meetings: Attend meetings with Contractor, such as pre-construction conferences, progress meetings, pre-installation conferences and other project-related meetings.

17.6.3 Liaison

17.6.3.1 Serve as Owner's liaison with Contractor, working principally through Contractor's superintendent to assist in understanding the intent of the Contract Documents.

17.6.3.2 Serve as Owner's liaison with Contractor when Contractor's operations affect Owner's on-site operations.

17.6.3.3 Assist in obtaining from Owner or Engineer additional details or information, when required for proper execution of the Work.

17.6.4 Shop Drawings and Samples

17.6.4.1 Receive samples which are furnished at the site by Contractor, and notify Owner and Engineer of availability of samples for examination.

17.6.4.2 Advise Owner and Engineer and Contractor of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved.

17.6.5 Review of Work, Rejection of Defective Work, Inspections, and Tests

17.6.5.1 Conduct on-site observations of the Work in progress to assist Owner and Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.

17.6.5.2 Report to Owner and Engineer whenever any work is unsatisfactory, faulty or defective, or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test, or approval required to be made; and advise Owner and Engineer of Work that should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.

17.6.5.3 Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record, and report to Owner and Engineer appropriate details relative to the test procedures and start-ups.

17.6.5.4 Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project; record the results of these inspections and report to Owner and Engineer.

17.6.6 Interpretation of Contract Documents: Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.

17.6.7 Modifications

17.6.7.1 Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with recommendations to Engineer. Transmit to Contractor decisions as issued by Engineer.

17.6.7.2 Allow minor deviations from Drawings or Specifications when Resident Project Representative is considered to be in the best position to make such decisions on a timely basis.

17.6.8 Records

17.6.8.1 Maintain orderly files of correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Change Directives, Addenda, Change Orders, Field Orders, additional Drawings and Specifications issued subsequent to the execution of the Agreement, Engineer's clarifications and interpretations of the Contract Documents, progress reports, and other Project-related documents.

17.6.8.2 Monitor Contractor's work on Record Documents.

17.6.8.3 Keep a diary or log book, recording Contractor hours on the job site, weather conditions, data relative to questions on Work Change Directives, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Owner and Engineer

17.6.8.4 Record names, addresses, and telephone numbers of all Contractors, Subcontractors, and major suppliers of materials and equipment.

17.6.9 Reports

- 17.6.9.1 Furnish Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
- 17.6.9.2 Consult with Engineer in advance of scheduled major tests, inspections, or start of important phases of the Work.
- 17.6.9.3 Report immediately to Owner and Engineer upon the occurrence of any accident.
- 17.6.10 Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Owner and Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the site but not incorporated in the Work.
- 17.6.11 Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that certificates, Operation and Maintenance manuals, and other data required to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents.
- 17.6.12 Completion
  - 17.6.12.1 Conduct closeout and final inspections in the company of Engineer, Owner, and Contractor, and assist in preparation of lists of items to be completed or corrected.
- 17.6.13 The authority of the Resident Project Representative is limited and he is not authorized to:
  - 17.6.13.1 Exceed limitations of authority as set forth in the Agreement or other Contract Documents.
  - 17.6.13.2 Undertake any of the responsibilities of Contractor, subcontractors, or Contractor's superintendent.
  - 17.6.13.3 Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
  - 17.6.13.4 Advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the Work.

END OF DOCUMENT

SECTION 01010  
SUMMARY OF WORK

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Project Description.
- B. Project Location.
- C. Contractor's Use of Premises.
- D. Work Sequence.
- E. Special Requirements.

1.02 PROJECT DESCRIPTION

- A. Project generally comprises of constructing approximately 1,120 linear feet of asphalt trail to provide ADA accessible access to the existing Soccer Fields at Doub's Meadow park, including provisions for drainage, clearing, backfill, excavation, sediment and erosion control and other incidental work in the Town of Myersville, Frederick County, Maryland

1.03 PROJECT LOCATION

- A. Project site is located in Myersville, Frederick County, MD.

1.04 CONTRACTOR'S USE OF PREMISES

- A. Confine construction equipment, the storage of materials and equipment, and operations of workmen to within the Project site.
- B. Assume full responsibility for materials stored on site.
- C. Transport materials remaining at the completion of the Project for which the Owner has made payment to a storage area designated by the Owner.
- D. The Contractor shall limit his use of the premises to the Work indicated, so as to allow for Owner occupancy.
  - 1. Keep existing driveways and entrances serving the premises clear and available to

the Owner and his employees at all times. Do not use these areas for parking or storage of materials.

2. Do not unreasonably encumber the site with materials or equipment. Confine stockpiling of materials and location of storage sheds to the areas designated by the Owner. If additional storage is necessary obtain and pay for such storage off site.

#### 1.05 WORK SEQUENCE

- A. The Work sequence outlined and described below is presented as a general guideline.
  1. Install Sediment and Erosion Control.
  2. Rough grade the project.
  4. Install aggregate for trail base and shoulder.
  5. Install concrete and asphalt trail.
  6. Install bench.
  7. Install topsoil, seed and mulch.
  8. Clean-up site and remove all temporary measures.
- B. Site Work: Storm water control, etc. is to be maintained throughout the project.
- C. Sequence construction operations to:
  1. Minimize disruption of Owner's operations within the existing facilities.
  2. Maintain continuous utility company services to facilities at the Project site.
  3. Minimize inconvenience to businesses, public facilities, and residences located adjacent to the Project.
  4. Minimize disruption of traffic and maintain continuous traffic flow through the Work area to the maximum extent practicable.
  5. Maintain continuous access to the Project site for the Owner.

#### 1.06 SPECIAL REQUIREMENTS

- A. Perform construction activities in such manner that the Owner will have access to existing facilities at all times.
- B. If the nature of construction work requires temporary disruption, relocation, or modification of utility services to businesses, public facilities, or residences adjacent to the Project, provide temporary services by methods approved by the utility company and the Engineer. Cost of such temporary services is considered to be included in the Bid price(s) and no extra compensation will be allowed. If the Contractor's operations result in extended (in excess of one hour) interruption of services, Owner or Engineer may direct utility company to correct such interruptions and the utility company's costs will be charged to the Contractor.
- C. In the event that utility relocations or modifications are required during the Work, make arrangements with the affected utility company to perform such relocations or

modifications. Cost of such utility relocations or modifications is considered part of the Bid price(s) and no extra compensation will be allowed.

PART 2 - PRODUCTS

NOT APPLICABLE TO THIS SECTION

PART 3 - EXECUTION

NOT APPLICABLE TO THIS SECTION

END OF SECTION

## SECTION 01025

### MEASUREMENT AND PAYMENT

#### PART 1 - GENERAL

##### 1.01 SECTION INCLUDES

- A. Schedule of Values.
- B. Applications for Payment.
- C. Payment for Tests and Inspections.
- D. Stored Products.
- E. Measurement and Payment.

##### 1.02 SCHEDULE OF VALUES

- A. Paragraph 2.05.A.3 of the General Conditions requires submission of a Schedule of Values for lump sum contracts. Prepare this Schedule as follows:
  - 1. Use format that can later be used as Application for Payment.
  - 2. Set up each of the following as separate line items:
    - a. Mobilization/Demobilization: The total value shall not exceed five percent of the Contract Price, unless prior approval is received from Engineer. Refer to Supplementary Conditions Paragraph SC-1.01.A.55 for definition.
    - b. Bonds and insurance.
    - c. Record Document preparation.
    - d. Erosion and sediment control measures.
    - e. Traffic control.
  - 3. When Work has been broken down into several portions, each with an associated lump sum price, use the Work portion description as the primary subdivision for the Schedule of Values.
  - 4. Use Table of Contents for Divisions 2 through 16 to establish line items for Schedule of Values. Provide values for, at least, every Section in Divisions 2 through 16.
  - 5. When a Section covers several different but related items, provide a value for each separate item. For example, if a pump section covers several different sizes of the same type pump, provide a value for each size pump.
  - 6. Include within each line item a directly proportional amount of Contractor's overhead, profit and burden.

### 1.03 APPLICATIONS FOR PAYMENT

- A. Submit application for payment at times specified in paragraphs 14.02 and 14.07 of the general conditions. Monthly Applications for Payment shall be accompanied by weekly payroll certificates, for the period, of contractor and its subcontractors, on the form(s) attached to this project manual.
- B. Submit Application for Payment on form attached to this Specification Section. **AIA Payment Application form is not acceptable.**
- C. Contractor shall submit copies of bills of material invoices with each application for payment to the Owner for all materials delivered to the site.
- D.. Include the following Contractor's signed certification on Application for Payment:

The undersigned Contractor certifies that (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied to discharge in full all obligations of Contractor incurred in connection with Work covered by prior Applications for Payment numbered 1 through \_\_\_ inclusive and that such payments have been made in compliance with the Pennsylvania Prompt Pay Act, Act 142/ for public work of 1994; (2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all liens, claims, security interests, and encumbrances (except such as covered by Bond acceptable to Owner indemnifying Owner against any such lien, claim, security interest, or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective, as that term is defined in the Contract Documents.

### 1.04 PAYMENT FOR TESTS AND INSPECTIONS

- A. Include the costs of shop tests and shop inspections in the price of the manufactured Products, and no separate or extra payment will be made for such tests and inspections.
- B. Contractor shall employ and pay for the services of an independent firm(s) to perform laboratory and field testing and inspections as required in the various Specification Sections. Obtain approval of the proposed testing and inspection firms from Engineer. Cost of such tests and inspections shall be included in the Contract Price and no separate or extra payment will be made.

### 1.05 STORED PRODUCTS

- A. Payment will be made for designated equipment items suitably stored on the Project site, or at another location, but not yet incorporated (i.e., installed, complete in place) in the Work, on the condition that an invoice for such Products is submitted with a

monthly Application for Payment. Such invoice shall clearly identify and show a separate cost figure for each Product on which a progress payment is requested.

- B. Payment for each Product suitably stored on the project site, or at another location, but not yet incorporated in the Work, will be based on the following percentages of the full invoice amount, minus the retainage amount stated in the Agreement.
  - 1. 25% payment upon return of Engineer – approved shop drawings.
  - 2. 35% payment upon delivery and proper storage of equipment on site.
  - 3. 40% payment upon successful start-up and training.
  
- C. Applications for Payment may be made for the following equipment items suitably stored on the Project site, but not yet incorporated in the Work:
  - 1. Submersible Pumps and Controls.
  - 2. Prefabricated Building.

#### 1.06 MEASUREMENT AND PAYMENT

- A. General: Unit and lump sum prices **shall be all inclusive**; they shall include among other costs, all labor (which consists of the personnel plus the time required to perform each task), material, equipment, facilities and services required to perform the Work as defined in General Conditions Paragraph 1.01.A.50. Refer to General Conditions Paragraphs 3.01.A and B for intent of the Contract Documents.
  - 1. Additional payment will not be made for removing/relocating trees, fences, or other above or below grade physical obstacles, unless otherwise specified in this Section. These costs shall be included in the lump sum or unit price bid for the item requiring their removal/relocation.
  - 2. Contractor shall confine construction disturbance within the temporary and permanent right-of-way, and other limits of work, identified in the Drawings and Specifications. Repair to and restoration of paved, seeded and other areas, damaged by Contractor's operations, outside of the temporary and permanent right-of-way, and other limits of work, identified in the Drawings and Specifications, shall be at Contractor's expense. The repair/restoration work and products shall be as described in the Drawings and the Specifications, and may include, but not be limited to regrading, topsoil placement, seeding, pavement reconstruction etc.
  - 3. Additional time, personnel, equipment, services and facilities required to perform a task, in excess of that estimated by Contractor, shall not be a reason for additional costs or extension of Contract Times, unless otherwise specified in the Contract Documents.
  - 4. Contractor shall submit written request to and receive written authorization by Engineer prior to performing work for "Contingency Items".
  - 5. The following costs shall also be included in the unit and lump sum prices, as applicable:
    - a. Bonds and Insurance.
    - b. Contractor's overhead, profit, burden and other expenses as allowed by the Conditions of the Contract(s).

- c. Furnishing and installation of temporary facilities and controls required by Section 01500.
  - d. Storage and transportation of material, including topsoil and suitable backfill material, to/from off-site locations.
  - e. Removal, transportation and disposal of construction debris and applicable fees, if any.
  - f. Temporary services and stand-by equipment including but not limited to generators and pumping equipment.
  - g. Removal/relocation of existing above or below grade physical features.
  - h. Costs associated with protection of underground utilities.
  - i. Topsoil, placement, grading and seeding.
  - j. Suitable borrowed (imported) excavated material for backfill or topsoil.
  - k. Dewatering of excavated areas.
  - l. Erosion and Sedimentation Control.
  - m. Surveys required by Section 01050 – Field Engineering.
  - n. Record Document preparation.
  - o. Temporary maintenance and control of traffic.
  - p. Fees for required construction permits, agency reviews and inspections.
6. Change Orders: Lump sum and unit prices for Change Orders shall also include the costs listed under Subparagraph 4 above.
7. Excavation Classification: **All excavation in this project shall be “unclassified.”**

B. Mobilization / Demobilization / Closeout:

- 1. Measurement and payment as a lump sum, at the unit price bid.
- 2. Payment shall include, but not limited to,
  - a. The preparation required prior to the start of construction, this includes construction of a stabilized construction entrance, transporting the necessary tools, machinery, material, and workers to the jobsite and ensuring the necessary resources are available when construction commences.
  - b. All activities and costs for transportation of tools, machinery, materials, and equipment from the jobsite, as well as the deconstruction and cleanup of the stabilized construction entrance once construction on the project is complete.
  - c. Any remaining cleanup which may be required post-construction to ensure the surrounding area is safe and fits the design of the plan specifications.
  - d. Confirming completion of project deliverables to the drawings and specifications agreed upon.

C. Furnish, Install and Maintain Filter Log:

- 1. Measurement and payment per linear foot, at the unit price bid.
- 2. Payment shall include, but not limited to, excavation, removal and disposal of excavated material, furnishing, placing, and maintaining filter log.

D. Furnish, Install and Maintain Super Silt Fence:

- 1. Measurement and payment per linear foot, at the unit price bid.
- 2. Payment shall include, but not limited to, excavation, removal and disposal of excavated material, furnishing, placing, and maintaining super silt fence.

- E. Excavation:
  - 1. Measurement and payment per cubic yard, at the unit price bid.
  - 2. Payment shall include, but not limited to, excavation, removal and disposal of excavated materials.
  
- F. Fill/Import Including Compaction:
  - 1. Measurement and payment per cubic yard, at the unit price bid.
  - 2. Payment shall include, but not limited to, fill/import, furnishing and placing all materials, compaction of fill material, and compaction testing.
  
- G. Install 6-foot Wide ADA Compliant Paved Pathway:
  - 1. Measurement and payment per linear foot, at the unit price bid.
  - 2. Payment shall include, but not limited to, furnishing and placing all materials for construction of the pathway furnishing and placing all materials for construction of pathway 2" 9.5MM bituminous wearing course, 6" washed No.57 stone.
  
- H. Fine Grading and Seeding for Restoration Area:
  - 1. Measurement and payment per square yard, at the unit price bid.
  - 2. Payment shall include, but not limited to, excavation, removal and disposal of excavated materials, and furnishing of materials to all disturbed areas of this project to conditions prior to construction.

PART 2 - PRODUCTS

NOT APPLICABLE TO THIS SECTION

PART 3 - EXECUTION

NOT APPLICABLE TO THIS SECTION

**END OF SECTION**

**APPLICATION FOR PAYMENT NO. 1**

TO (OWNER): \_\_\_\_\_ PROJECT NO.: \_\_\_\_\_ PERIOD TO: \_\_\_\_\_

FROM (CONTRACTOR): \_\_\_\_\_ CONTRACT DATE: \_\_\_\_\_

CONTRACT FOR: \_\_\_\_\_

CHANGE ORDER SUMMARY		ADDITIONS	DELETIONS
Change Orders approved in previous months by Owner			
TOTAL			
Approved this Month			
Number	Date Approved		
TOTALS			
Net change by Change Orders			

<b>1. ORIGINAL CONTRACT SUM</b>	\$ \$	-
<b>2. Net change by Change Orders</b>	\$ \$	-
<b>3. CONTRACT SUM TO DATE</b> (Line 1±2)	\$ \$	-
<b>4. TOTAL COMPLETED TO DATE</b> (Columns B+C on Page 2)	\$ \$	-
<b>5. RETAINAGE: <u>5</u> % of Completed Work</b>	\$ \$	-
<b>6. TOTAL EARNED LESS RETAINAGE</b> (Line 4 less Line 5)	\$ \$	-
<b>7. LESS PREVIOUS CERTIFICATES FOR PAYMENT</b> (Line 6 from prior Application)	\$	
<b>8. CURRENT AMOUNT DUE</b>	\$ \$	-
<b>9. BALANCE TO FINISH, PLUS RETAINAGE</b> (Line 4 less Line 6)	\$ \$	-

**CONTRACTOR'S CERTIFICATION:**

The undersigned Contractor certifies that (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied to discharge in full all obligations of Contractor incurred in connection with Work covered by prior Applications for Payment numbered 1 through \_\_\_ inclusive and that such payments have been made in compliance with the Federal Labor Standards, Davis-Bacon Act; (2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all liens, claims, security interests, and encumbrances (except such as covered by Bond acceptable to Owner indemnifying Owner against any such lien, claim, security interest, or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective, as that term is defined in the Contract Documents.

Payment of the above CURRENT AMOUNT DUE is recommended.

Dated \_\_\_\_\_, 20\_\_

Dated \_\_\_\_\_, 20\_\_

\_\_\_\_\_

ARRO CONSULTING, INC.

CONTRACTOR

ENGINEER

By \_\_\_\_\_  
(Authorized Signature)

By \_\_\_\_\_  
(Authorized Signature)

**APPLICATION FOR PAYMENT NO. 1**

CONTRACT FOR: \_\_\_\_\_

PERIOD TO: 01/00/00

Project # \_\_\_\_\_

PAGE 2 OF 2

Item No.	DESCRIPTION OF WORK	CONTRACTOR'S Schedule of Values - A				WORK COMPLETED			
		Previous Applic - B		This Period - C		Previous Applic - B		This Period - C	
		Unit	Unit Price	Quantity	Ext. Price	Quantity	Amount	Quantity	Amount
1					\$ -		\$ -		\$ -
2							\$ -		\$ -
3					\$ -		\$ -		\$ -
4					\$ -		\$ -		\$ -
5					\$ -		\$ -		\$ -
6					\$ -		\$ -		\$ -
7					\$ -		\$ -		\$ -
8					\$ -		\$ -		\$ -
9					\$ -		\$ -		\$ -
10					\$ -		\$ -		\$ -
11					\$ -		\$ -		\$ -
12					\$ -		\$ -		\$ -
13					\$ -		\$ -		\$ -
14					\$ -		\$ -		\$ -
15					\$ -		\$ -		\$ -
16					\$ -		\$ -		\$ -
17					\$ -		\$ -		\$ -
18					\$ -		\$ -		\$ -
19					\$ -		\$ -		\$ -
20					\$ -		\$ -		\$ -
Totals					\$0.00		\$0.00		\$0.00
CO No.	CHANGE ORDERS	Unit	Unit Price	Quantity	Addition/ Deduction	WORK COMPLETED			
						Previous Applic - B		This Period - C	
						Quantity	Amount	Quantity	Amount
						\$ -		\$ -	
					\$ -		\$ -		\$ -
					\$ -		\$ -		\$ -
					\$ -		\$ -		\$ -
					\$ -		\$ -		\$ -
					\$ -		\$ -		\$ -
					\$ -		\$ -		\$ -
					\$ -		\$ -		\$ -
					\$ -		\$ -		\$ -
Totals						\$ -		\$ -	

SECTION 01040

COORDINATION

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Coordination.

1.02 COORDINATION

- A. Coordinate scheduling, submittals, and Work of the various Sections of Specifications to assure efficient and orderly sequence of installation of interdependent construction elements.
- B. Do not unload or store materials or equipment where they will interfere with the progress of the Project or delay the work of other Contractors.
- C. For equipment units, coordinate work of various Sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- D. Coordinate space requirements and installation of mechanical and electrical work which are indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with line of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- E. Coordinate completion and clean up of Work of separate Sections in preparation for Substantial Completion and for portions of Work designated for Owner's partial occupancy.
- F. After Owner occupancy of premises, coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

PART 2 - PRODUCTS

NOT APPLICABLE TO THIS SECTION

PART 3 - EXECUTION

NOT APPLICABLE TO THIS SECTION

END OF SECTION

## SECTION 01050

### FIELD ENGINEERING

#### PART 1 - GENERAL

##### 1.01 SECTION INCLUDES

- A. Reference surveys.
- B. Construction control surveys.

##### 1.02 REFERENCE SURVEYS

- A. Location of baselines with reference points and reference benchmarks are shown on the Drawings. Contractor, at no additional cost to Owner, shall provide and pay for the services of a surveyor to establish construction baselines and construction benchmarks from the reference points indicated on the Drawings.
- B. Surveys shall be performed by a surveyor registered in the State of Maryland.
- C. Obtain approval of proposed surveyor from Engineer prior to the start of field surveys.
- D. During progress of the Work, protect and preserve reference points, baselines, and benchmarks. Report to Engineer the loss or destruction of any reference points or permanent benchmarks. Replace any damaged or dislocated reference points or permanent benchmarks at Contractor's expense.

##### 1.03 CONSTRUCTION SURVEYS

- A. Contractor, at no additional cost to Owner, shall provide and pay for surveys to establish locations of the Work.
- B. Establish and stake locations for:
  - 1. Location and elevations for site improvements including curbs, paved areas, basin, basin berms and embankments, manholes, and utility lines.
  - 2. Location and elevation of pipeline connections and other utilities.
- C. Prior to the start of construction, prepare and submit a drawing, prepared by the approved surveyor, certifying that the locations and elevations established by field surveys are in conformity with the Contract Documents.
- D. If, during the construction surveys, Contractor discovers an apparent problem with the

reference surveys, immediately report this situation to the Engineer. Do not proceed with construction until the problem has been resolved and, if required, the reference surveys have been corrected.

PART 2 - PRODUCTS

NOT APPLICABLE TO THIS SECTION

PART 3 - EXECUTION

NOT APPLICABLE TO THIS SECTION

END OF SECTION

SECTION 01200

PROJECT MEETINGS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Preconstruction conference.
- B. Progress meetings.
- C. Preinstallation conferences.

1.02 PRECONSTRUCTION CONFERENCE

- A. Engineer will schedule a conference to be held prior to Contractor's commencement of the Work.
- B. Attendance:
  - 1. Owner's representatives
  - 2. Engineer
  - 3. Contractor (attendance required)
  - 4. Major Subcontractors
  - 5. Governmental agency representatives, utility representatives, and other parties who may have control of, or may be affected by, the Work.
- C. Agenda Items (as applicable to the Project):
  - 1. Designation of Contractor's supervisory personnel and phone numbers to be used in event of an emergency during non-working hours.
  - 2. List of major Subcontractors and suppliers
  - 3. List of proposed Products
  - 4. Schedule of Shop Drawing submissions
  - 5. Schedule of Values
  - 6. Construction progress schedule and work sequencing
  - 7. Utility relocations
  - 8. Procedures for submittals; Field Orders and Change Orders; and Applications for Payment
  - 9. Control points
  - 10. Record documents
  - 11. Project coordination
  - 12. Site security
  - 13. Temporary utilities
  - 14. Field offices

15. Housekeeping
16. Safety and first-aid procedures
17. Environmental requirements

D. Engineer will preside at conference and prepare minutes for distribution to participants.

#### 1.03 PROGRESS MEETINGS

A. Engineer will schedule progress meetings throughout the construction period at intervals of one month.

B. Attendance:

1. Owner's representative.
2. Contractor's Project Superintendent (attendance required) and other Contractor(s) representatives.
3. Major Subcontractors and suppliers.
4. Others as appropriate for agenda topics for each meeting.

C. Agenda:

1. Review minutes of previous meetings.
2. Review of Work progress.
3. Field observations, problems, and decisions.
4. Identification of problems which 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. Other business relating to Work.

D. Engineer will conduct meeting and prepare minutes for distribution to participants.

#### 1.04 PREINSTALLATION CONFERENCES

A. When preinstallation conference is required in individual Specification Section, notify Engineer at least seven days prior to start of installation.

B. Engineer will schedule conference to be held prior to start of installation.

C. Attendance: Parties directly affecting, or affected by, work of the specific Section.

D. Engineer will prepare agenda, preside at conference, record minutes, and distribute copies within two days after conference to participants.

- E. At conference, Contractor shall review conditions of installation, preparation and installation procedures, and coordination with related work.

PART 2 - PRODUCTS

NOT APPLICABLE TO THIS SECTION

PART 3 - EXECUTION

NOT APPLICABLE TO THIS SECTION

END OF SECTION

## SECTION 01300

### SUBMITTALS

#### PART 1 - GENERAL

##### 1.01 SECTION INCLUDES

- A. Submittal procedures.
- B. Action on submittals.
- C. Shop Drawings.
- D. Product data.
- E. Samples.
- F. Manufacturers' instructions.
- G. Manufacturers' certificates.
- H. Construction Progress Schedule.
- I. Submittals specified in other Documents/Sections.

##### 1.02 SUBMITTAL PROCEDURES

- A. Transmit each submittal with Engineer accepted form.
- B. Number each submittal. Number shall consist of the following parts, each separated by a dash:
  - 1. Contract number.
  - 2. Five-digit Specification Section number.
  - 3. Two-digit sequence number starting for each Specification Section with 01 and continuing with 02, 03, etc., for subsequent submittals with the same Specification Section number.
  - 4. Use the fourth part of the number only for resubmittals. For the first resubmittal of a previous submittal, add -R1 to the previous number. For the second resubmittal, change to -R2, and so on.

As an example of the numbering process for Contract Number 1, the third submittal under Section 03300 would be numbered 1-03300-03 and the second resubmittal of this

same submittal would be numbered 1-03300-03-R2.

- C. Identify Project, Contractor, Subcontractor, or supplier. Identify pertinent Drawing sheet and detail number(s), and Specification Section number, as appropriate.
- D. Apply Contractor's stamp, signed or initialed certifying that review, verification of Products required, field dimensions, adjacent construction Work, and coordination of information, is in accordance with the requirements of the Work and Contract Documents. Stamp shall have the following format:

Approved for Contract Requirements

The Contractor's signature below indicates that this Submittal has been checked with the Drawings, Specifications, and site conditions and found to meet all requirements of same including dimensions, and that the Contractor's guarantee fully applies to the Product(s) covered.

RE: Project

Submittal Number

Drawing Sheet Number \_\_\_\_\_ Detail Number

Deviations from Contract Documents? No \_\_\_ Yes  
(letter attached)

By

Signature (Contractor)

Contractor's Name

- E. Schedule submittals to expedite the Project, and deliver to Engineer at business address. Coordinate submission of related items.
- F. Submit letter which specifically identifies deviations from Contract Documents. Identify Product or system limitations which may be detrimental to successful performance of the completed Work.
- G. Where deviations from Contract Documents will affect the Work of another Contractor, the Contractor making the submittal shall attach a letter from the other Contractor(s) stating that the deviation will either:
  - 1. Have no effect on the other Contractor's Work; or
  - 2. Have an effect on the other Contractor's Work and that the Contractor making the submittal has agreed to pay all extra costs associated with the deviation.

- H. Provide space for Contractor, Owner and Engineer review stamps and signature.
- I. Revise and resubmit submittals as required. Identify all changes made since previous submittal.
- J. Distribute copies of reviewed submittals to concerned parties. Instruct parties to promptly report any inability to comply with provisions.

### 1.03 ACTION ON SUBMITTALS

- A. General: Owner shall review and approve submittals prior to Engineer's Action.
- B. Engineer's Action: Where action and return is required or requested, Engineer will review each submittal, mark with the action taken, and where possible return within two weeks of receipt. Where submittal must be held for coordination, Contractor will be so advised by Engineer.
- C. Submittals returned with "APPROVED" action indicate that the information submitted was found to be in conformance with the design concept and in compliance with the requirements of the Contract Documents. The Contractor remains responsible for work-related errors, deviations, and discrepancies in the submittal, but may proceed with performance of the work covered by the submittal.
- D. Submittals returned with "APPROVED AS NOTED" action indicate that the information submitted was found to be in conformance with the design concept and in compliance with the requirements of the Contract Documents, provided the noted clarifications or corrections are incorporated in the Work and in the Record Documents. The Contractor remains responsible for work-related errors, deviations, and discrepancies in the submittal, but may proceed with performance of the work covered by the submittal. Resubmission of information is not required.
- E. Submittals returned with "RETURNED FOR CORRECTION" action indicate that: (1) information submitted is at least partially not in conformance with the design concept, (2) information submitted is at least partially not in compliance with the requirements of the Contract Documents, (3) submittal is incomplete and does not include all items required by the individual Specification Sections, or (4) certifications or computations required by the individual Specification Sections have not been included with the Shop Drawings and Product data. Engineer will note the deficiencies or corrections required, and return the submittal to the Contractor. Performance of the work covered by the submittal shall not proceed until corrected information is submitted and approved.
- F. Submittals returned with "NOT AS SPECIFIED" action indicate that the Engineer interprets the information submitted to be not in conformance with the design concept or not in compliance with the Contract Documents. This action may also indicate non-compliance with the Contractor's responsibility to review information and submit notification of

deviations and discrepancies for the Engineer's review. Performance of the work shall not proceed until new information is submitted and approved.

- G. Review Action does not establish submitted information as a Contract Document, a Change Order, or authorization to deviate from the Contract Documents.
- H. For all re-submittals except the first, Engineer and Engineer's consultants will record manhours required for review of the re-submittal. At the discretion of the Engineer, Contractor may be charged for review of such repeat re-submittals at Engineer's (and Engineer's consultant's) current hourly rates. Charges for repeat re-submittals will be subtracted from Contractor's next progress payment.

#### 1.04 SHOP DRAWINGS

- A. Submit the number of opaque reproductions which Contractor requires, plus three copies which will be retained by Engineer.
- B. After review, distribute in accordance with Article on "Submittal Procedures" above and provide copies for Record Documents described in Section 01700 - Contract Closeout.

#### 1.05 PRODUCT DATA

- A. Submit the number of copies which the Contractor requires, plus three copies which will be retained by the Engineer.
- B. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information unique to this Project.
- C. After review, distribute in accordance with Article on "Submittal Procedures" above and provide copies for Record Documents described in Section 01700 - Contract Closeout.

#### 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, textures, and patterns for Engineer's or Owner's selection.
- C. Include identification on each sample, with full Project information.
- D. Large, bulky samples may be submitted to the Resident Project Representative at the Project site. Whenever a sample is submitted at the Project site, immediately notify the Engineer of this submittal in writing.

#### 1.07 MANUFACTURER'S INSTRUCTIONS

- A. When specified in individual Specification Sections, submit manufacturers' printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, in quantities specified for Product data.
- B. Identify conflicts between manufacturers' instructions and Contract Documents.

#### 1.08 MANUFACTURER'S CERTIFICATES

- A. When specified in individual Specification Sections, submit manufacturers' certificate to Engineer for review, in quantities specified for Product data.
- B. Indicate Product conforms to or exceeds specified requirements. Submit supporting computations, reference data, affidavits, and certifications as appropriate.
- C. Certificates may be recent or previous test results on material or Product, but must be acceptable to Engineer.
- D. When required by individual Specification Sections, include computations signed and sealed (or stamped) by a registered Professional Engineer.
- E. When Supplementary Conditions specify certain regulatory restrictions concerning origin of Products (for example, that any steel used on the Project must be a Product of the United States), submit a certificate from Products manufacturer that Products supplied to the Contractor are in conformity with the regulatory requirements.
- F. Submit samples of Manufacturers' Warranty Certificate for each item requiring such in quantities specified for Product Data.

#### 1.09 CONSTRUCTION PROGRESS SCHEDULES

- A. Submit four copies of progress schedule for Owner and Engineer review. Revise and resubmit as required.
- B. Submit revised schedules with each Application for Payment, identifying changes since previous version.
- C. Indicate submittal dates required for Shop Drawings, Product data, samples, and Product delivery dates, including those furnished by Owner and under Allowances.
- D. Do not include extensions to the Contract Time in revised progress schedules until such extensions have been approved by Owner and Engineer in accordance with Article 12 of the General Conditions.

- E. Failure to submit an initial or revised progress schedule, acceptable to the Engineer, before or with each Application for Payment will be considered a substantial violation of the Contract Document provisions. In accordance with Paragraph 14.7 of the General Conditions, the Engineer may recommend that the Owner withhold payment of all or part of the amount shown in an Application for Payment until an acceptable progress schedule is submitted.
- F. Time unit used on progress schedule: Week.
- G. Establish a dollar value for each schedule activity and include on the schedule.
- H. Submit a bar chart (Gantt chart) showing, for each activity on each submittal:
  1. Anticipated start date.
  2. Anticipated completion date.
  3. Actual start date.
  4. Actual completion date.
  5. Percentage of activity completed on date of each submittal.

#### 1.10 SUBMITTALS SPECIFIED IN OTHER DOCUMENTS/SECTIONS

- A. Schedule of Shop Drawing Submittals: General Conditions 2.6.2 and 2.9.
- B. Requests for Substitutions: General Conditions 6.7.1, 6.7.2, 6.7.3, as amended by the Supplementary Conditions.
- C. Claim Documentation: General Conditions 11.2 and 12.1.
- D. Documentation Required with Applications for Progress Payments and Final Application for Payment: General Conditions 14.2 and 14.12.
- E. Emergency Crew Names, Addresses, and Telephone Numbers: Supplementary Conditions 6.23.1.
- F. Work Sequence: Section 01010.
- G. Notice to Owner of Required Electrical Outages or Utility Service Interruptions: Section 01010.
- H. Plans for Flow Diversions: Section 01010.
- I. Schedule of Values: Section 01025.
- J. Applications for Payment: Section 01025.
- K. Request for Approval of Field Survey Firm: Section 01050.

- L. Construction Survey Drawing and Certification: Section 01050.
- M. Supervisory Personnel Names and Phone Numbers: Section 01200.
- N. Request for Approval of Independent Testing and Inspection Firm(s): Section 01025.
- O. Reports on Tests and Inspections: Section 01400.
- P. Plans for Supplementary Erosion and Sedimentation Control Facilities: Section 01560.
- Q. Request for Closeout Inspection: Section 01700.
- R. Record Documents: Section 01700.
- S. Warranties: Section 01700.

PART 2 - PRODUCTS

NOT APPLICABLE TO THIS SECTION

PART 3 - EXECUTION

NOT APPLICABLE TO THIS SECTION

END OF SECTION

SECTION 01400  
QUALITY CONTROL

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Quality assurance and control of installation.
- B. References.
- C. Inspection and testing laboratory services.
- D. Manufacturers' field services and reports.

1.02 QUALITY ASSURANCE/CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, Products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply fully with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Engineer before proceeding.
- D. Comply with specified standards as a minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Perform work by persons qualified to produce workmanship of specified quality.
- F. Secure Products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion or disfigurement.

1.03 REFERENCES

- A. Conform to reference standards cited in Specifications.
- B. Should specified reference standards conflict with Contract Documents, request clarification for Engineer before proceeding.
- C. The contractual relationship of the parties to the Contract shall not be altered from

the Contract Documents by mention or inference otherwise in any reference document.

- D. Any measurement or payment provisions included in a reference standard are not applicable to this Project.

#### 1.04 INSPECTION AND TESTING LABORATORY SERVICES

- A. Method of paying for the services of an independent firm(s) to perform inspection and testing is specified in Section 01025.
- B. The independent firm will perform inspections, tests, and other services specified in individual Specification Sections and as required by the Engineer.
- C. Reports will be submitted by the independent firm to the Engineer, in duplicate, indicating observations and results of tests and indicating compliance or non-compliance with Contract Documents. Reports will be submitted to Engineer within 48 hours after completion of test.
- D. Cooperate with independent firm; furnish samples of materials, design mix, equipment, tools, storage and assistance as requested.
  - 1. Notify Engineer and independent firm at least 24 hours prior to expected time for operations requiring services.
  - 2. Make arrangements with independent firm and pay for additional samples and tests required for Contractor's use.
- E. Retesting required because of non-conformance to specified requirements will be performed by the same independent firm on instructions by the Engineer. Payment for retesting will be charged to the Contractor.

#### 1.05 MANUFACTURERS' FIELD SERVICES AND REPORTS

- A. When specified in individual Specification Sections, require Product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, and testing, adjusting, and balancing of equipment as applicable, and to initiate instructions when necessary.
- B. Submit report in duplicate within 14 days of observation to Owner and Engineer for review.

PART 2 - PRODUCTS

NOT APPLICABLE TO THIS SECTION

PART 3 - EXECUTION

NOT APPLICABLE TO THIS SECTION

END OF SECTION

## SECTION 01500

### CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

#### PART 1 - GENERAL

##### 1.01 SECTION INCLUDES

- A. Regulatory requirements.
- B. Temporary electricity.
- C. Temporary lighting.
- D. Temporary water service.
- E. Temporary sanitary facilities.
- F. Barriers.
- G. Water control.
- H. Dust control.
- I. Exterior enclosures
- J. Interior enclosures.
- K. Protection of installed work.
- L. Security.
- M. Parking.
- N. Progress cleaning.
- O. Contractor's field offices and sheds.
- P. Safety equipment.
- Q. Removal of utilities, facilities.

## 1.02 REGULATORY REQUIREMENTS

- A. Comply with applicable laws and regulations of authorities having jurisdiction, including but not limited to building codes, health and safety regulations, utility company regulations, and environmental protection regulations.
- B. Provide electrical equipment which is UL listed.

## 1.03 TEMPORARY ELECTRICITY

- A. Provide and pay for temporary electrical service required from utility company. Pay invoices for temporary electricity. Provide meter separate from Owner's meter.
- B. Provide step down transformers if required for temporary power.
- C. Provide main service disconnect and overcurrent protection at convenient location.
- D. Provide receptacles and branch wiring for construction operations.
- E. Provide flexible power cords as required.
- F. Provide engine-generator set to supply power where utility company service is not available.
- G. Provide engine-generator set where power requirements for operations such as welding are beyond the capacity of the existing Owner's system.
- H. Provide engine-generator set for all by-pass pumping operations.

## 1.04 TEMPORARY LIGHTING

- A. Provide and maintain incandescent lighting for construction operations to achieve a minimum lighting level of two watt/sq ft.
- B. Provide and maintain one watt/sq ft lighting to exterior staging and storage areas after dark for security purposes.
- C. Provide and maintain 0.25 watt/sq ft lighting to interior work areas after dark for security purposes.
- D. Maintain lighting and provide routine repairs.

1.05 TEMPORARY WATER SERVICE

- A. Provide, maintain, and pay for suitable quality water service required.

1.06 TEMPORARY SANITARY FACILITIES

- A. Provide and maintain required facilities and enclosures. Existing facilities shall not be used.
- B. Provide self-contained single-occupant toilet units of the chemical, aerated-circulation, or combustion type. Units shall be properly vented and fully enclosed with a shell of glass fiber-reinforced polyester or similar non-absorbent material.

1.07 BARRIERS

- A. Provide barriers to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from damage from construction operations.
- B. Provide protection for plant life designated to remain. Replace damaged plant life.
- C. Protect vehicular traffic, stored Products, site and structures from damage.

1.08 WATER CONTROL

- A. Contractor assumes risk from flood damages to the work in progress or to work completed. Make repairs and replacements to the satisfaction of the Engineer.
- B. Contractor assumes responsibility for damages to property caused by flooding due to blocking or restriction of storm water passages and natural waterways.
- C. See other water control requirements under Section 01560 -- "Sediment and Erosion Control".

1.09 DUST CONTROL

- A. Maintain all work areas, both on and off the Project site, free from dust.
- B. Use sprinkling of water and/or, if approved by the Engineer or Resident Project Representative, chemical or light bituminous treatment to control dust.
- C. Where sprinkling is used, repeat at intervals as required to keep all parts of the disturbed area at least damp at all times.
- D. Perform dust control whenever a dust nuisance or hazard occurs and whenever directed by the Engineer or Resident Project Representative.

#### 1.10 EXTERIOR ENCLOSURES

- A. Provide temporary weather-tight closure of exterior openings to accommodate acceptable working conditions and protection for Products, to allow for temporary heating and maintenance of required ambient temperatures identified in individual Specification Sections, and to prevent entry of unauthorized persons.
- B. Provide access doors with self-closing hardware and locks.

#### 1.11 INTERIOR ENCLOSURES

- A. Provide temporary partitions and ceilings as required to:
  - 1. Separate Work areas from Owner occupied areas.
  - 2. To prevent penetration of dust and moisture into Owner occupied areas.
  - 3. To prevent damage to existing materials and equipment.

#### 1.12 PROTECTION OF INSTALLED WORK

- A. Protect installed Work and provide special protection where specified in individual Specification Sections.
- B. Provide temporary and removable protection for installed Products. Control activity in immediate work area to minimize damage.

#### 1.13 SECURITY

- A. Provide security and facilities to protect Work from unauthorized entry, vandalism, or theft.

#### 1.14 PARKING

- A. When site space is not adequate, provide additional off-site parking.

#### 1.15 PROGRESS CLEANING

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- B. Remove waste materials, debris, and rubbish from site daily and dispose off-site.
- C. Remove mud and construction debris on a daily basis from paved surfaces used by the Contractor.

1.16 CONTRACTORS' FIELD OFFICES AND SHEDS (OPTIONAL)

- A. Office: Weather-tight, with lighting, electrical outlets, heating, cooling and ventilating equipment, and equipped with sturdy furniture, drawing rack, and drawing display table.
- B. Locate offices and sheds a minimum distance of 50 feet from existing and new structures.

1.17 SAFETY EQUIPMENT

- A. First Aid Supplies: Comply with governing regulations.
- B. Fire Extinguishers:
  - 1. Provide wall-mounted fire extinguishers for temporary offices and for work spaces.
  - 2. Comply with NFPA 10 and 241 for classification, extinguishing agent, and size required by location and class of fire exposure.

1.18 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary above grade or buried utilities, equipment, facilities, and materials prior to Final Application for Payment inspection.
- B. Clean and repair damage caused by installation or use of temporary work.
- C. Restore existing facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

PART 2 - PRODUCTS

NOT APPLICABLE TO THIS SECTION

PART 3 - EXECUTION

NOT APPLICABLE TO THIS SECTION

END OF SECTION

## SECTION 01560

### SEDIMENT AND EROSION CONTROL

#### PART 1 - GENERAL

##### 1.01 SECTION INCLUDES

- A. Work required by regulations to prevent soil erosion and control sedimentation during Work on the Project.

##### 1.02 SEDIMENT AND EROSION CONTROL PLAN

- A. The requirements of the Sediment and Erosion Control Plan are given in the following Articles of this Section. Construction details for various Sediment and Erosion Control measures are shown on the Drawings.

##### 1.03 REGULATORY REQUIREMENTS

- A. The sediment and erosion control measures are subject to inspection by State, county, and local regulatory agencies. The Contractor shall be fully responsible for constructing and maintaining the sediment and erosion control measures to the extent that they are, at all times, acceptable to the regulatory agencies. The Contractor shall be liable for payment of any fines or legal costs that the Owner may incur as a result of the Contractor's failure to properly construct and maintain the sediment and erosion control measures.
- B. The objective of the "Sediment and Erosion Control Plan" is the protection of private property. To assist any damaged property owners in redress of grievances, the following stipulations are made:
  - 1. Any silt, sediment, or mud leaving the construction site will be construed as damage to neighboring property and evidence of negligence on the part of the Contractor.
  - 2. Any damages claimed by neighboring property owners will be rectified and restitution made by the Contractor.
- C. Comply with requirements of the State of Maryland, Frederick County, or other State or local agency having jurisdiction in the location of the project.
- D. Comply with any local laws, codes, and regulations concerning the construction and maintenance of sediment and erosion control measures.

#### 1.04 CONSTRUCTION SEQUENCE

- A. Install all sediment and erosion control measures prior to start of clearing operations.
- B. Conduct construction operations in accordance with the following general sequence:
  1. Construction of sediment and erosion control measures including ditches, swales, silt fences, and construction entrances.
  2. Clearing, removal of debris, and stockpiling of soil materials.
  3. Construction of stabilized construction roads, temporary parking lots, and construction staging areas.
  4. Excavation and, if required, embankment construction.
  5. Construction of structures, pipelines, and other items required by the Contract Documents.
  6. Backfilling, final grading, paving, seeding, and other ground stabilization.
  7. Removal of temporary sediment and erosion control measures.

#### 1.05 GENERAL SEDIMENT AND EROSION CONTROL METHODS/PROCEDURES

- A. In all cases, the smallest practical area of land surface shall be disturbed.
- B. Stripped topsoil shall be placed up slope from proposed construction areas where possible. Stockpiles shall be stabilized if to remain in place longer than 20 days. Topsoil shall be kept separate from all other materials.
- C. Utility excavations shall be open only long enough to properly install and inspect all underground facilities in accordance with applicable Specification Sections.
- D. Excavated material shall be placed up slope from the excavation whenever possible. Runoff from spoil piles shall be directed through a sediment filter structure and discharged in a non-erosive manner. Stockpiles of excavated material shall be stabilized if to remain in place longer than 20 days.
- E. Dewatering equipment discharge shall be directed onto a stabilized surface so that erosion does not occur. Discharges shall be directed through a sediment filter structure or sedimentation basin and discharged in a non-erosive manner.
- F. Backfilled excavations shall be restored to original type of cover and grade in accordance with Specifications. Temporary stabilization is required for any and all erodible/soluble areas and materials to be exposed for a period of time exceeding 20 days.
- G. Areas to be seeded or sodded shall be finish graded with six inches of topsoil unless otherwise specified. Positive drainage shall be maintained away from all structures. No isolated low spots shall be created.

## 1.06 SPECIFIC SEDIMENT AND EROSION CONTROL PROCEDURES

### A. Clearing/Grubbing:

1. Upstream diversion facilities shall be constructed and operational prior to removal of vegetation from Project areas. This system shall divert surface runoff away from the construction area.
2. A temporary diversion and collection system shall be provided at the downstream limits of all areas to be stripped. This facility shall be in place and functional prior to stripping operations. This system shall collect sediment-carrying water from the construction area and convey it to temporary or permanent sediment traps for non-erosive discharge onto stabilized areas.
3. Temporary and permanent sediment traps and discharge structures shall be located such that all surface water leaving the construction area passes through them.

### B. Rough Grading/Foundation Excavation:

1. Upstream diversion facilities shall be re-established and relocated as required to maintain function during excavation operations.
2. Temporary and permanent diversion and collection system shall be modified or installed at the downstream limits of all areas to be excavated. All discharge from such facilities shall be via either temporary or permanent sediment traps and discharge structures.
3. Temporary and permanent sediment traps and discharge structures shall be modified or installed at all points of discharge of sediment-carrying water.

### C. Embankments:

1. As embankment areas are established, temporary diversions across the top of the fill area shall be maintained so that no surface water from the top of the fill area is discharged over the fill side slope. Top of slope diversions shall discharge into temporary downdrain structures which shall be relocated as required until replaced with permanent structures or directed to be removed. Temporary downdrains shall be located as required to protect the fill side slope. Temporary downdrains may be removed when contributing area is altered such that a concentrated flow of water no longer reaches that location. Upon removal of the temporary downdrain structure, the area where it was located shall be brought to finished grade and seeded in accordance with Specifications.
2. Maximum exposed fill side slope shall be eight feet measured on the slope face. The fill side slope shall be seeded and mulched or otherwise stabilized when exposed face is equal to or greater than eight feet.

### D. Stockpiles: Soil stockpile areas to remain in place for periods of time greater than 20 days shall be stabilized with temporary seeding.

### E. Dewatering Operations: Dewatering operations, when required, shall discharge through sediment traps onto non-erodible surfaces. Existing sediment trap structures may be

utilized or additional structures may be required.

F. Temporary Sediment Traps for Ditches and Swales:

1. Traps shall be installed immediately upon completion of the ditch or swale.
2. Sediment traps shall be inspected after each rain and maintained in a functional condition at all times during the construction period.
3. Traps shall be removed when entire ditch has been stabilized by seeding or other methods.
4. See Drawings for materials and construction of sediment traps.

G. Silt Fence Sediment Barrier:

1. Silt fence sediment barrier shall be used to filter sediment from runoff.
2. Sediment barriers shall be inspected after each rain and repaired as required to maintain proper function.
3. Remove sediment behind barrier whenever sediment deposit reaches depth of approximately six inches.
4. See Drawings for details on construction of silt fence sediment barrier.

H. Straw Bale Sediment Barrier:

1. Straw bales shall be used only as short-term control measures.
2. Bales shall be securely staked across areas of concentrated flow.
3. Bales shall be inspected regularly and replaced as necessary.

I. Stabilized Construction Entrance:

1. Install stabilized construction entrance at each point where construction traffic leaves Project site and enters any paved or public roads.
2. Stabilized construction entrances shall be used to reduce tracking of mud onto paved roads.
3. Any sediment or mud which flows or is tracked onto any paved or public roads shall be removed daily.
4. The stabilized construction entrance shall be removed when permanent pavement structure will be constructed.
5. See Drawings for details on construction of stabilized construction entrance.

J. Temporary Stabilization of Construction Roads (including those which will become permanent roads), Temporary Parking Areas, and Construction Staging Areas:

1. Stabilize all areas which will be used for storage and by construction vehicles to minimize dusting, to prevent accumulation of water, and to prevent erosion.
2. Where temporary stabilization methods have been used on roads which will become a permanent feature of the finished Project, remove all temporary stabilization materials which have been contaminated with mud or are otherwise

unsuitable as permanent surfaces or as base/subbase for bituminous or cement concrete paving materials.

- K. Temporary Cover -- The following methods shall be used to provide temporary ground cover and stabilization of erodible surfaces:
1. Seeding:
    - a. Temporary seeding on slopes in excess of 5:1 shall be mulched. All temporary seeding between June 1 and September 15 shall be mulched. Temporary seeding shall be watered as required to develop cover.
  2. Black Polyethylene Sheeting: 3 mil black polyethylene sheeting may be used to stabilize erodible/soluble material stockpiles. Sheets shall be overlapped so as to shed and not contain water. Sheets shall be anchored with tires or approved equal at six feet O.C. along seams and edges and ten feet O.C. throughout.
  3. Plywood Sheeting: Plywood sheeting may be used to protect existing vegetation under short duration storage/stockpile areas. Use of this protection method shall be limited to maximum four days. Contractor shall be responsible for restoring or replacing vegetation damaged under sheeting.

#### 1.07 RESTORATION

- A. After completion of construction, remove all temporary erosion and sedimentation control devices. Restore areas in which these devices were located to the original condition or to the condition called for by the Contract Documents.

#### PART 2 - PRODUCTS

NOT APPLICABLE TO THIS SECTION

#### PART 3 - EXECUTION

NOT APPLICABLE TO THIS SECTION

END OF SECTION

## SECTION 01600

### MATERIALS AND EQUIPMENT

#### PART 1 - GENERAL

##### 1.01 SECTION INCLUDES

- A. Transportation and handling.
- B. Storage and protection.

##### 1.02 TRANSPORTATION AND HANDLING

- A. Transport and handle Products in accordance with manufacturer's instructions.
- B. Promptly inspect shipments to assure that Products comply with requirements, quantities are correct, and Products are undamaged.
- C. Provide equipment and personnel to handle Products by methods to prevent soiling, disfigurement, or damage.

##### 1.03 STORAGE AND PROTECTION

- A. Store and protect Products in accordance with manufacturer's instructions, with seals and labels intact and legible. Store sensitive Products in weather-tight, climate-controlled enclosures.
- B. For exterior storage of fabricated Products, place on sloped supports, above ground.
- C. Provide off-site storage and protection when site does not permit on-site storage or protection.
- D. Cover Products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation.
- E. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
- F. Provide equipment and personnel to store Products by methods to prevent soiling, disfigurement, or damage.

- G. Arrange storage of Products to permit access for inspection. Periodically inspect to assure Products are undamaged and are maintained under specified conditions.

PART 2 - PRODUCTS

NOT APPLICABLE TO THIS SECTION

PART 3 - EXECUTION

NOT APPLICABLE TO THIS SECTION

END OF SECTION

## SECTION 01700

### CONTRACT CLOSEOUT

#### PART 1 - GENERAL

##### 1.01 SECTION INCLUDES

- A. Closeout procedures.
- B. Final cleaning.
- C. Project record documents.
- D. Adjusting.

##### 1.02 CLOSEOUT PROCEDURES

- A. General Conditions Article 14 contains detailed requirements for Project closeout. Sequence of closeout procedures is as follows:
  - 1. Contractor submits written request for closeout inspection to Engineer.
  - 2. Owner, Engineer, and Contractor conduct closeout inspection.
  - 3. Engineer prepares "punchlist" of items to be completed and submits to Contractor.
  - 4. Contractor completes items on punchlist and requests re-inspection.
  - 5. Engineer and Contractor conduct re-inspection.
  - 6. If, on the basis of re-inspection, Engineer believes Project to be substantially complete, Engineer prepares a tentative certificate of Substantial Completion and submits to Owner for approval. Tentative certificate fixes the date of Substantial Completion and includes a list of items to be completed and time limit for their completion. List of items to be completed will include deficiencies in cleaning and in submittal of spare parts, extra materials, Operation and Maintenance manuals, inspection certificates from regulatory agencies, Record Documents, warranties, and other items required by the Contract Documents.
  - 7. When Owner accepts the tentative certificate, Engineer issues to the Contractor a Certificate of Substantial Completion as described in the General Conditions.
  - 8. When Contractor completes items on the final punchlist, as issued with the Certificate of Substantial Completion, he requests final inspection.
  - 9. Owner, Engineer, and Contractor conduct final inspection.
  - 10. If Owner and Engineer agree that all items have been completed, Contractor will submit Final Application for Payment.
  - 11. Contractor submits Final Application for Payment, including all documents required by the General Conditions and any other portion of the Contract Documents, to the Engineer. Final Applications for Payment shall identify total

- adjusted Contract Price, previous payments, and amount remaining due.
12. When Engineer approves Final Application for Payment, he submits to Owner with recommendation for payment.
  13. Owner makes final payment to Contractor, deducting the amount of liquidated damages and the amount of any unresolved claims which have been filed against the Owner in connection with the Work.

#### 1.03 FINAL CLEANING

- A. Execute final cleaning prior to final inspection.
- B. Clean debris from drainage systems.
- C. Remove debris from limited-access spaces including culverts.
- D. Sweep and remove stains and foreign deposits from trail surface.
- E. Rake landscaped areas.
- F. Remove waste and surplus materials, rubbish, and construction facilities from the site. Do not burn waste materials, bury debris or excess materials on Owner's property, or discharge volatile or other hazardous materials into drainage systems. Remove waste materials from the Project site and dispose of in a lawful manner.

#### 1.04 PROJECT RECORD DOCUMENTS

- A. Maintain on site, one set of the following record documents; record actual revisions to the Work:
  1. Drawings.
  2. Specifications.
  3. Addenda.
  4. Change Orders and other Modifications to the Contract.
  5. Reviewed Shop Drawings, Product data, and samples.
- B. Store Record Documents separate from documents used for construction.
- C. Record information concurrent with construction progress.
- D. Specifications: Legibly mark and record at each Product Section description of actual Products installed, including the following:
  1. Manufacturer's name and Product model and number.
  2. Product substitutions or alternates utilized.
  3. Changes made by Addenda and Modifications.

- E. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:
  - 1. Measured elevations of foundations in relation to plant datum.
  - 2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to plant datum and base lines.
  - 3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
  - 4. Field changes of dimension and detail.
  - 5. Details not on original Drawings.
- F. Delete Engineer title block and seal (by crossing out) from Record Drawings.
- G. Include the following Contractor's signed statement on each Record Drawing sheet:
 

These Record Drawings have been prepared by

\_\_\_\_\_ (Name of Contractor)

and accurately reflect as-built conditions. Responsibility for accuracy of the Record Drawings rests with the Contractor.
- H. Submit documents to Engineer with request for closeout inspection. (See Paragraph 1.02A1 of this Section.)

1.05 ADJUSTING

- A. Adjust operating Products to ensure smooth and unhindered operation.

PART 2 - PRODUCTS

NOT APPLICABLE TO THIS SECTION

PART 3 - EXECUTION

NOT APPLICABLE TO THIS SECTION

END OF SECTION

## SECTION 02015

### PROTECTION OF UNDERGROUND UTILITIES

#### PART 1 - GENERAL

##### 1.01 PROJECT CONDITIONS:

- A. In preparation for and prior to commencing with the excavation work required by this Project, Contractor shall comply with requirements of Maryland Underground Utility Line Protection Provision and this specification Section.
- B. The existence and location of underground utilities shown on the Drawings is based on information supplied by the underground utility owners. Neither the Owner nor the Engineer warrants the accuracy of this information; this information is intended to serve as notification that such utilities exist in the general proximity of the Work. The Contractor shall be responsible for the protection against direct or indirect injury of known existing underground pipes, conduits, utilities, and structures, or other property in the vicinity of the Work, or those that may be discovered during performance of the Work. The Contractor shall maintain on site, during performance of the Work, a sufficient quantity of suitable materials, for sustaining or supporting any structure or utility that may be uncovered, which may be weakened, or otherwise compromised, whether or not such structure or utility is indicated on the Drawings. The cost of work associated with protection of utilities shall be included in the Contract Price.
- C. The Contractor shall comply with notification provisions of the State of Maryland. Excavation shall only begin after notification by the Contractor, of its intent to dig, is given to the Miss Utility within the time required by Maryland. In case of complex projects notification shall be not less than ten business days prior to the beginning of excavation, or demolition work. If the Contractor removes its equipment and vacates the work site for more than two business days, (s)he shall notify the Miss Utility again, unless other arrangements have been made directly with the utility owner(s) involved. If the location of excavation changes, a new notification shall be made. Damage to existing utilities resulting from the failure of the Contractor to follow the notification requirements of Maryland shall be at Contractor's expense and no additional compensation will be provided.
  - 1. Contractor shall cooperate with agents of the utility owners during the progress of the Work.
  - 2. Contractor shall provide the Miss Utility with specific information to identify the site of the proposed work. Contractor shall provide any other information requested by the Miss Utility.
  - 3. Contractor shall obtain a serial number from the Miss Utility evidencing compliance with notification requirements of Maryland.
  - 4. Contractor shall schedule and conduct a preconstruction meeting with the utility owners. Notice of this meeting shall be provided, in writing, to the Engineer a minimum of seven (7) business days in advance of the meeting. When a utility

- owner, with facilities located within the project area, requests a meeting with the Contractor, the Contractor shall promptly arrange and attend such a meeting. Contractor shall provide full accounting of any such meetings to the Engineer.
5. If the utility owner fails to respond to the Contractor's request to the Miss Utility, or the facility owner notifies Contractor that the utility cannot be marked within the time frame, and a mutually agreeable date for marking cannot be arrived at, the Contractor may proceed with excavation as scheduled, but not earlier than the lawful dig date.
- D. Contractor shall establish procedures, for emergency action and repairs to utilities accidentally damaged during construction, with the utility owners prior to the commencement of work. During the course of the work, if the Contractor accidentally damages an existing utility, the Contractor shall immediately follow the established procedures for emergency action and repairs. The Contractor shall immediately notify 911 and the utility owner if the damage results in the escape of any flammable, toxic, hazardous or corrosive gas or liquid, which endangers life, health, or property.
- E. Provided that existing services had been correctly marked prior to excavation operations and further provided that the Contractor did not further damage the existing service line(s), when the Contractor, during the progress of the excavation, uncovers utility services, which because of previous (concealed) damage or age are in poor condition, the Contractor shall immediately notify the utility owner in order that steps may be taken for replacement or repair.
1. Locations of repairs, and the procedures of repairs that have been made by Contractor, at the direction of the utility owner, shall be recorded by the Contractor.
  2. Contractor shall be compensated, by the Owner, in accordance with State law and of the Conditions of the Contract, for all costs resulting from repairs, or replacement authorized by the utility owner.
  3. In the event the Contractor, during the progress of the excavation, further damages the existing service line(s) (s)he shall be responsible for the resulting costs.
- F. Pipes, conduits, and other underground utilities exposed as a result of the Contractor's operations, shall be adequately supported, along their entire exposed length, by timber or planking, installed in such a manner that the anchorage of the supporting members will not be disturbed or weakened during the backfilling operations. Backfill of selected material shall be carefully placed and compacted under and around the supports, and all supports shall be left in place as a guard against breakage of the supported facility due to trench settlement.
- G. Contractor shall perform exploratory excavations when, in the opinion of the Engineer, the utility owner, or the project owner, it is necessary to determine, or confirm the

location(s) of existing underground structures and utilities. Such excavations will be paid for by the Miscellaneous Unclassified Excavation line item within the Bid Form.

1. Contractor shall excavate test pits to determine the location and elevation of existing subsurface utilities, or structure(s) at locations where indicated on the Drawings and other areas as directed by the Engineer. Excavate such test pits in the presence of an authorized representative of the utility/structure owner. Contractor may not proceed with excavation work without the prior notification and approval of the owner of the subsurface utility, or structure(s).
  2. Contractor may not proceed with excavation work in locations where new utility lines are to be connected to existing utility lines until test pits have been dug and the exact location and elevation of the existing utility has been determined.
  3. Test pits or other miscellaneous excavation performed for the Contractor's convenience or knowledge will be at Contractor's expense.
- H. Contractor shall plan the excavation to avoid damage to or minimize interference with underground utilities in the construction area. Excavation that requires temporary or permanent interruption of a utility service shall be coordinated with the affected utility owner.
- I. When the Contractor damages a utility during the excavation work and the damage results in personal injury or property damage to parties other than the Contractor or the utility owner, the Contractor shall submit an incident report to any agency required by State law, not more than ten (10) business days after the incident. A copy of the incident report shall also be submitted to the Engineer and Owner.

## PART 2 - PRODUCTS

NOT APPLICABLE TO THIS SECTION

## PART 3 - EXECUTION

### 3.01 PAYMENT FOR ADDITIONAL WORK

- A. General: The cost for repair and/or support of existing underground utilities and structures damaged during construction, including those found to have been damaged previously (concealed), or in poor condition due to age, will be paid as follows:
1. If the utility/structure was properly and correctly marked, in accordance with the Act, Contractor shall be responsible for all costs, including support material left in place.
  2. If the utility/structure was not shown, or was marked improperly or incorrectly, and not in accordance with the Act, Contractor will be compensated for the work performed in accordance with the payment provisions of the Contract and as further specified below.
  3. Payment of work for repair/replacement of a utility/structure, which was properly and correctly marked, but was found to have been damaged previously

(concealed), or in poor condition due to age , shall be as specified in Paragraph 1.01.E.2 above.

- B. When information on the location of existing utilities is not provided, the information provided is inaccurate or incorrect, or uncharted or incorrectly charted utilities are encountered, the Contractor shall determine the location of the existing utilities by utilizing prudent techniques including excavating test pits. The Contractor shall submit written notification to the Engineer apprising the Engineer of the conditions that have warranted the notification and request for additional compensation. In the event that written notification cannot be immediately provided, the Contractor may provide oral notification to the Engineer followed by written notification no later than three (3) business days thereafter. After submission of written notification, the Contractor will be entitled to additional compensation in accordance with the following:
1. Where a price has been indicated, in the Contract Documents, for additional excavation, payment will be made as “Miscellaneous Unclassified Excavation”. When a price is not indicated, the extra work will be paid on a force account (time and material) basis in accordance with the latest edition of the Maryland State Highway Administration.
  2. When claiming extra work on a force account basis, the Contractor shall complete a Force Account Daily Sign-Off form on a daily basis. The Engineer or an authorized representative of the Owner shall countersign the sign-off form. Failure to complete the sign-off form on a daily basis may constitute grounds to deny additional payment.
  3. Contractor shall submit a change order request for the extra force account work. The change order request shall include a Negotiated Price Cost Justification form as well as copies of the daily sign-off forms for the period covered under the change order request. Fees for subcontractors, overhead and profit, and other costs, as may be allowed by the Conditions of the Contract, shall be in accordance with the Conditions of the Contract. The Engineer reserves the right to require additional documentation to substantiate the amounts claimed in the change order request.
  4. The change order request will be processed in accordance with the Conditions of the Contract.

**END OF SECTION**

**SECTION 02100**  
**CLEARING AND GRUBBING**

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. The Work of this Section includes, but is not limited to:
  - 1. Clearing.
  - 2. Grubbing.
  - 3. Debris disposal.

1.02 RELATED SECTIONS

- A. Summary of Work: Section 01010.

1.03 DEFINITIONS

- A. Clearing: The removal of trees, brush, down timber, other vegetation, rubbish, and objectionable materials at, or above original ground elevation not designated to be saved. Clearing also includes removal of fences, walls, guard posts, guard rail, signs, existing paving and other physical obstructions, interfering with the proposed work.
- B. Grubbing: The removal from below the surface of the natural ground of stumps, roots, organic material, and other buried debris.

1.04 SITE CONDITIONS

- A. Environmental Requirements: Exercise the necessary means and methods to control dust on the site during performance of the work.
- B. Explosives and Blasting: Not permitted in performance of site preparation work.
- C. The Contractor shall clear all obstructions within the permanent and temporary construction rights-of-way except those specifically designated to remain, or to be restored, on the Drawings, or Specifications, or in the field.
  - 1. Right-of-way limits and obstructions specifically designated to remain or to be restored will be marked by the Engineer.
  - 2. Contractor shall make every effort to protect and prevent damage to trees, shrubbery, and other physical features within the Project area designated to remain. Generally, trees larger than 3 inches in diameter and shrubs planted by landowners shall not be cleared unless approved by the Engineer.

3. Contractor shall confine construction operations to within the limits identified in the Drawings as they relate to the existing wetlands.

## PART 2 - PRODUCTS

### 2.01 MATERIALS

- A. Fill Material: On-site soil or soil-rock mixed materials free of topsoil, vegetation, lumber, metal and refuse; and free of rock or similar hard objects larger than six inches in any dimension. Rock to soil ratio shall not exceed one part rock to three parts soil. Obtain fill material from the areas on-site where extensive excavation will be required.
- B. Temporary Fencing:
  1. Undamaged picket snow fence, 4' high, formed of wooden slats, tightly woven with wire cable.
  2. Undamaged plastic temporary fence, 4' high, formed of polyethylene plastic fabric.
  3. Soil-set fence posts, studded "T" type, 6' high.
- C. Tree Wound Dressing:
  1. Antiseptic and waterproof, asphalt base.

## PART 3 - EXECUTION

### 3.01 PREPARATION

- A. Prior to performance of the work, accompanied by the Engineer, carefully inspect the entire site and locate objects and the plant life designated to be preserved.
- B. Notify the Engineer at least 48 hours prior to beginning any site clearing and grubbing work.
- C. Protect benchmarks, utilities, existing trees, shrubs, and other physical features designated for preservation with temporary fencing, or barricades satisfactory to the Engineer.
  1. No material shall be stored, or construction operation carried on within 4 feet of any tree/shrub to be preserved, or within the tree/shrub protection fence.
  2. No material shall be stored, or construction operations carried on within the wetlands protection fence.
- D. When a private enclosure fence encroaches on the work area, notify the property owner at least 5 days in advance of the clearing/grubbing operations and removal of the fence; construct a supplemental fence, or make such other arrangements as may be necessary for security purposes. Carefully remove the fence, in whole or in part, and neatly store the materials on the Owner's property. Reconstruct fence when work in area is

complete. Costs for removal and reinstallation of fence shall be included in the Contract Price, unless otherwise noted in Section 01025 – Measurement and Payment.

- E. Inform all utility companies, individuals, and others owning or controlling facilities or structures within the limits of the work which have to be relocated, adjusted, or reconstructed in sufficient time to organize and perform such work in conjunction with or in advance of the Contractor's operations.

### 3.02 EXECUTION

- A. Confine clearing to within the limits of the right-of-way or easement.
- B. Fell trees in a manner that will avoid damage to other trees, shrubs, and other installations, which are to be retained.
- C. Where embankment work is to be performed, clear and grub the area to a minimum of 6-inches below existing ground.
- D. Where excavation work is to be performed, clear and grub the area to the following depths:
  - 1. Footings and Trenches: Full depth.
  - 2. Walks: 12 inches.
  - 3. Road and Parking Areas: 18 inches.
  - 4. Landscaped Areas: 8 inches.
- E. Stump Removal:
  - 1. Remove stumps and roots, matted roots and similar subsurface debris completely in areas of Excavation and Embankment; in all other areas to the depths as specified previously.
  - 2. Stumps over 4 inches in diameter left in place in areas other than Excavations and Embankments areas shall be treated with herbicide to prevent regrowth.
  - 3. Where stumps are not required to be removed, flush-cut to ground elevation.
  - 4. Backfill stump holes with fill material as previously specified.
  - 5. The disposal of the stock-piled timber is not a part of the contract obligations and the stock-piled merchantable timber will remain the property of the Owner.
  - 6. Backfill stump holes with fill material.
- F. Timber Salvage: Timber larger than 6 inches in smallest diameter from which saw logs or cordwood can be produced shall be salvaged.
  - 1. Trim salvaged timber of limbs and tops and, unless otherwise ordered by the Engineer, saw timber into 8 foot lengths. Stock-pile timber at the location designated in Section 01010, Paragraph 1.06A.
  - 2. The disposal of the stock-piled timber is not a part of the contract obligations and the stock-piled merchantable timber will remain the property of the Owner.
- G. Debris Disposal:

1. All debris resulting from clearing and grubbing operations shall become the property of the Contractor and shall be legally disposed of off-site.
2. Do not deposit, or bury on the site debris resulting from the clearing and grubbing work.
3. Debris may not be burned on-site.

H. Restoration:

1. Repair all injuries to tree bark, trunk, limbs, and roots of remaining plants by properly dressing, cutting, tracing and painting, using approved arboricultural practices and materials.
2. Replace all trees, shrubs, and plants located outside of the permanent right-of-way, designated to be saved, which are permanently injured, or die during the Correction Period of the Contract as a result of construction operations, with like species of same size, or reimburse to the property owner the current market value for same size specimen(s).
3. Remove protective fences, enclosures, and guards upon the completion of the project.
4. Restore guard posts, guardrails, signs, and other interferences removed prior to commencing with Work to the condition equal to, or better than that existing before construction operations.

**END OF SECTION**

SECTION 02105  
SITE PREPARATION

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Environmental Requirements

1.02 RELATED SECTIONS

- A. Clearing and Grubbing: Section 02100
- B. Site Grading: Section 02210.

1.03 SITE CONDITIONS

- A. Environmental Requirements: Exercise the necessary means and methods to control dust on the site during performance of the work.
- B. Burning: Perform on-site and off-site burning only if permitted by governing local laws and regulations.
- C. Protection:
  - 1. Preserve all objects, including trees and shrubs designated to remain (if any). The means and methods used for protection are at the Contractor's option.
  - 2. Use required protective measures during the felling of trees and debris removal to provide for the safety of employees and others.
- D. Explosives and Blasting: As specified in Site Grading: Section 02210.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Fill Material: On-site soil or soil-rock mixed materials free of topsoil, vegetation, lumber, metal and refuse; and free of rock or similar hard objects larger than six inches in any dimension. Rock to soil ratio shall not exceed one part rock to three parts soil. Obtain fill material from the areas on site where extensive excavation will be required.

## PART 3 - EXECUTION

### 3.01 INSPECTION

- A. Prior to performance of the actual work, carefully inspect the entire site and locate objects and the plant life designated to be preserved.

### 3.02 PERFORMANCE

- A. Where Excavation work is to be performed, clear and grub the area to the depths as follows:
  - 1. Footings: 18 inches.
  - 2. Walks: 12 inches.
- B. Stump Removal:
  - 1. Remove stumps and roots completely in areas of Excavation and Embankment.
  - 2. In all other areas as specified previously and not included in Excavation and Embankment area, remove stumps and roots, matted roots and similar subsurface debris to the depths as previously specified.
  - 3. Stumps over 4 inches in diameter left in place in areas other than Excavations and Embankments areas shall be treated with herbicide to prevent regrowth.
  - 4. Backfill stump holes with fill material as previously specified.
- C. Disposal: Burnable debris may be disposed of by controlled, supervised burning; local laws and regulations permitting.
  - 1. Contractor option to dispose of burnable debris along with non-burnable debris off-site in a lawful manner.
  - 2. Dispose of debris from clearing and grubbing in a site having current approval for conducting solid waste disposal.
  - 3. Remove clearing and grubbing debris accumulations daily.
  - 4. Should the Contractor elect to continue work beyond normal working hours, clearing and grubbing debris shall not be allowed to accumulate for more than 48 hours.

END OF SECTION

## SECTION 02210

### SITE GRADING

#### PART 1 - GENERAL

##### 1.01 SECTION INCLUDES

- A. Site Grading and Embankment Construction.

##### 1.02 RELATED SECTIONS

- A. Sediment and Erosion Control: Section 01560.

##### 1.03 SYSTEM DESCRIPTION

- A. Definitions:
  - 1. Unclassified Excavation: Removal of materials of any kind in the excavation, including rock excavation.
  - 2. Subgrade: Prepared earth surfaces on or over which additional materials will be placed or work is to be performed.

##### 1.04 REFERENCES

- A. American Association of State Highway and Transportation Officials:
  - 1. AASHTO T99, Moisture-Density Relations of Soils, Using a 5.5-lb. Rammer and a 12-in. Drop.
  - 2. AASHTO T191, Standard Method of Test for Density of Soil In-Place by the Sand Cone Method.
- B. American Society for Testing and Materials:
  - 1. ASTM D 2167, Density of Soil in Place by the Rubber-Balloon Method.
  - 2. ASTM D 2487, Standard Classification for Soils for Engineering Purposes.
- C. The "MDT Sections" noted herein refer to sections contained in the Maryland Department of Transportation, State Highway Administration, Standard Specifications for Construction & Materials, as supplemented. The references pertain only to materials, construction equipment, methods and labor. The measurement and payment provisions do not apply to work to be performed under this Contract.
  - 1. MDT Section 901 Aggregates.

1.05 SUBMITTALS

- A. Test Reports: Compaction density test reports based on method of density determination as specified in Reference Standards and the method as approved by the Engineer.

1.06 SITE CONDITIONS

- A. Classification of Excavated Materials: No consideration will be given to the nature of materials encountered in site grading operations. Therefore, as unclassified excavation, no additional payment will be made for difficulties occurring in excavating and handling of materials.
- B. Environmental Requirements:
  - 1. Do not perform grading when soil or weather conditions are unsuitable. Unsuitable conditions include moisture saturated or frozen in place soil and precipitation of any kind present on the soil or occurring during the Work.
  - 2. Exercise the necessary means and methods to control dust on the site as well as in the off site work areas where excavation and grading are required.
  - 3. Do not leave the site in a dusting condition following the work of this Section. If necessary, employ a watering schedule to control the dust.
  - 4. Do not use frozen material in performing the work or place materials on frozen surfaces.
  - 5. When it is necessary to haul soft or wet soil material over roadways, use suitably tight vehicles to prevent spillage. Clear away spillage of materials on roadways caused by hauling at no expense to the Owner.
  - 6. Plan work so as to provide adequate protection during storms with provisions available at all times for preventing flood damage.
- C. Protection: Assume all risks attending the presence or proximity of overhead or underground public utility and private lines, pipes, conduits and support work for same, also existing structures and property of whatever nature, in or over excavations or adjacent to such excavations. Complete responsibility for replacement and restitution work of whatever nature to the above, as damaged or destroyed by work of this Contract, rests solely with the Contractor and at no expense to the Owner.
  - 1. Outside Rights-Of-Way: Take necessary precautions to protect trees, shrubs, lawns and such other landscaping from damage. Restitution work for damages rests solely with the Contractor and at no expense to the Owner.
- D. Accommodation of Traffic: Do not obstruct streets, roads and highways, unless the Municipality or Governing Agency authorizes in writing the complete closing of the street, road or highway. Employ such measures, at no expense to the Owner, as may be necessary to keep the street, road or highway open and safe for traffic. Maintain a

straight and continuous passageway on sidewalks and over crosswalks, at least three feet wide and free from obstructions. DO NOT OBSTRUCT FIRE HYDRANTS.

- E. Explosives and Blasting: Not permitted in performance of work required by this Section.
- F. Borrow Excavation: When the required quantity of earth fill material exceeds the quantity of suitable on site fill material, provide borrow excavation. If borrow excavation is needed, notify the Engineer sufficiently in advance to permit the Engineer to verify such need and to view the proposed borrow pit. Borrow excavation will be subject to the Engineer's approval whose written consent shall be obtained prior to its use. All borrow fill shall meet the requirements of Item 2.01-A of this Section.
- G. Excess Materials: No right of property in materials is granted the Contractor of excess on site materials prior to completion of Site Work. This provision does not relieve the Contractor of his responsibility to remove and dispose of surplus excavated materials. Unsuitable material such as sod, stumps and spongy soil as well as excess rock shall become the property of the Contractor and shall be disposed of legally off-site.

## PART 2 - PRODUCTS

### 2.01 MATERIALS

- A. Backfill: On-site excavated soil, or borrow fill, classified as SM (with liquid limit less than 50% and plastic index less than 7%), GC, or GM in accordance with ASTM D 2487, free of topsoil, vegetation, lumber, metal, and refuse; and free of rock or similar hard objects larger than three inches in any dimension. Rock to soil ratio shall not exceed one part rock to three parts soil.
- B. Coarse Aggregate Material: AASHTO No. 57 conforming to MDT Section 901.
- C. Graded Aggregate Base Material: GAB conforming to MDT Section 901.

## PART 3 - EXECUTION

### 3.01 PREPARATION

- A. Salvaged Topsoil: Within the areas indicated for grading, strip turf and topsoil to the depth of suitable topsoil material and stock pile for subsequent topsoiling operations.
  - 1. Topsoiling: Performed as work of Finish Grading: Section 02260.
- B. Stockpiling: Place topsoil storage piles within the limits of the project, on well-drained land and at locations not interfering with the Prosecution of Work.

### 3.02 PERFORMANCE

- A. Erosion Control: Implement erosion control measures during performance of work of this Section. Erosion Control as specified in Section 01560.
- B. Overlot Grading: Perform rough grading over the site within the areas to be graded as indicated on the Drawings.
  - 1. Topsoiled areas: Not more than 0.15 ft. above or below indicated grade less specified topsoil depths.
- C. Vehicle Traffic Area Grading: As specified in Section 02230.
- D. Removing Obstructions: Where rock is encountered at proposed subgrade elevations, remove such for a depth of six inches below proposed subgrade.
- E. Embankments: Construct embankments in accordance with the following paragraphs.
  - 1. Exceptions for roadway embankments are specified in Section 02230.
  - 2. Use Backfill placed in nine-inch layers and each compacted separately using equipment meeting with Engineer's approval. Carry the whole embankment up evenly the required elevation without breaks or irregularities in material distribution or in the formation of layers. Trim embankment slopes to the lines indicated on the Drawings and leave in a neat and acceptable condition.
  - 3. Add water to Backfill which does not contain a sufficient amount of moisture to obtain the required compaction. Backfill containing moisture in excess of the amount required to obtain the necessary compaction density may not, without written approval, be incorporated in the embankment until allowed to dry to a moisture content not greater than two percentage points above optimum for that particular material.
  - 4. Fill existing natural depressions or such other depressions resulting from the site work to the level of adjacent ground elevation in the same manner specified for formation of embankment prior to starting initial embankment layer.
  - 5. Remove existing embankment foundation material when determined unsatisfactory by the Engineer. Refill such areas to original elevation in the same manner specified for formation of embankment. Payment for this additional work will be made at the applicable Unit Prices bid under the Schedule of Unit Prices for Quantity Adjustments.
  - 6. Scarify embankment foundation surface where embankment three feet or more in height is to be placed. Scarify or otherwise loosen embankment foundation surface to a depth of six inches where embankment less than three feet in height is to be placed.
  - 7. Existing embankment foundations having a slope steeper than four to one shall be plowed to provide embankment binding when required by the Engineer. On steeper slopes the Engineer may require the foundation to be cut into steps or berms. No additional payment will be made for steps or berms and plowing.

8. Compact embankment material to a minimum final density of not less than 90% of the maximum dry weight density at its optimum moisture content.
9. Borrow Excavation materials required for embankment shall meet the requirements of Backfill. During the excavation operation, keep the borrow area graded to insure free water drainage. Following completion of work in the borrow area, grade the area to present a uniformly trim appearance merging into the surrounding terrain and to prevent serious erosion.

### 3.03 FIELD QUALITY CONTROL

- A. Field Moisture-Density Tests: Conduct a minimum of two field moisture-density determinations per 1000 feet length of embankment, for each one and one-half feet rise in embankment height and at locations designated by the Engineer.
  1. The moisture content at which the maximum density of the Backfill is obtained with a given compactive effort, AASHTO T99, shall be considered the optimum moisture content.
  2. Determine compaction density of embankment in accordance with AASHTO T191.
  3. Determine compaction density of roadway in accordance with AASHTO T191.
  4. Field compaction density may be determined by the Rubber Balloon Method, ASTM D 2167, or other acceptable method, in lieu of the sand-cone method specified above; but only with Engineer's written permission.

END OF SECTION

## SECTION 02221

### TRENCHING, BACKFILLING AND COMPACTING

#### PART 1 - GENERAL

##### 1.01 SECTION INCLUDES

- A. Trench excavation for underground piping.
- B. Bedding and backfilling.
- C. Surface restoration.

##### 1.02 RELATED SECTIONS

- A. Sediment and Erosion Control: Section 01560.

##### 1.03 DESCRIPTION

- A. Definitions:
  - 1. Unclassified Excavation: Removal of materials of any kind in the excavation, including rock excavation.
  - 2. Miscellaneous Unclassified Excavation: Unclassified excavation required by the Engineer and not included in other items for payment.
  - 3. Subgrade: Trench bottom prepared as specified to receive pipe bedding, concrete cradle or concrete encasement or the bottom of excavations prepared to receive pipe line structures.

##### 1.04 REFERENCES

- A. The "MDT Sections" noted herein refer to sections contained in the Maryland Department of Transportation, State Highway Administration, Standard Specifications for Construction & Materials, as supplemented. The references pertain only to materials, construction equipment, methods and labor. The measurement and payment provisions do not apply to work to be performed under this Contract.
- B. Maryland Department of Transportation, State Highway Administration, Standard Specifications for Construction & Materials.
  - 1. MDT Section 901 Aggregates.

## 1.05 PROJECT CONDITIONS

- A. Classification of Excavated Materials: Under this contract, all excavation shall be unclassified; that is, the removal of all material of any nature, kind, type or origin will be considered the same and shall be included in the unit pricing as indicated in the Proposal.

## PART 2 - PRODUCTS

### 2.01 MATERIAL

- A. General: Soil on the site has been shown to be excessively wet; therefore, soil shall be dried, stabilized, or removed and replaced with non-plastic sand silt, or better, prior to use as backfill.
- B. Backfill Material: Excavated material free of excessive moisture, cinders, ashes, refuse, vegetable, or organic material, boulders, rocks, stone, or other material which, in the opinion of the Engineer, is unsuitable. Backfill material shall conform to the requirements established under "Classification of Backfill Materials", specified below.
- C. Aggregate Backfill and Bedding: Fine aggregates and coarse aggregates conforming to MDT Section 901. Aggregate Backfill requirements established under "Classification of Backfill Materials", specified below.
- D. Classification of Backfill and Bedding Materials:
  - 1. Pipe Bedding: AASHTO No. 57 Coarse Aggregate.
  - 2. Initial Backfill and Backfill to Restoration Depth: AASHTO No. 57 Coarse Aggregate.
  - 3. Backfill Material to Restoration Depth: Excavated material approved by the Engineer and containing no stones larger than eight (8) inches in maximum dimension. A maximum of 20% of the backfill volume may be stones so long as the stones are evenly distributed within the material.

## PART 3 - EXECUTION

### 3.01 TRENCH PREPARATION AND EXCAVATION

- A. Perform soil erosion control work in accordance with requirements of Sediment and Erosion Control: Section 01560.
- B. General: Excavation of every description and of whatever substances encountered shall be performed to the lines and grades indicated on the Drawings and specified herein, or as directed by the Engineer.
  - 1. Excavation shall be made by open cut, unless written permission to tunnel or bore is given by the Engineer or is specifically outlined in the specifications or shown on the Drawings.

2. Trenches may be excavated and backfilled either by machinery or by hand as the Contractor may elect, provided, however, the Contractor shall use hand excavation where necessary to protect existing structures, utilities, or private or public properties and provided, further, that backfilling shall be done by hand to the extent hereinafter specified.
  3. The Contractor shall have no claim for extra compensation due to the fact that hand excavation, instead of machine excavation, may be made necessary from any cause whatever.
- C. Stripping, Storing and Restoring Surface Items: The Contractor shall remove all paving, sub-paving, curbing, gutters, brick, paving block, granite curbing, flagging or other similar materials, and grub and clear the surface over the area to be excavated. He shall properly store and preserve such materials that may be required for future use in restoring the surface. The Contractor shall be responsible for any loss or damage to said materials because of careless removal or neglectful or wasteful storage, disposal, or use of the materials.
1. All materials which may be removed, including rock, earth and sand taken from the excavation, shall be stored, if practical, in the roadway or such other suitable place and in such manner as the Engineer shall approve.
  2. Contractor shall remove and dispose of properly, off-site, all excess or unsuitable materials at no cost to the Owner.
  3. If more materials are removed from any trench than can be backfilled over the completed pipe or stored in the street, leaving space for traffic, the excess materials shall be removed and stored at a suitable site provided by the Contractor.
  4. The Contractor shall, at his own expense, bring back as much of the approved materials so removed as may be required to properly refill the trench.
  5. When directed by the Engineer, the Contractor shall furnish such other suitable materials as may be necessary to properly refill the trench at no additional cost to the Owner.
  6. The Contractor shall restore all shrubbery, fences, poles or other property and surface structures, removed or disturbed as a part of the work, to a condition equal to that before the work began, furnishing all labor and materials incidental thereto, without any additional cost to the Owner.
  7. The Engineer may mark certain trees, shrubs, or other items that are not to be disturbed or damaged. In the event such items are disturbed or damaged, they shall be replaced or compensated for at the Contractor's expense.
- E. Width of Trench: Pipe trenches shall be sufficiently true in alignment to permit the pipe to be laid in the approximate center of the trench. The trench shall be wide enough to provide a free working space on each side of the pipe; however, the trench width at least 12 inches above the top of the outside barrel of the pipe shall not exceed dimensions in the following table:

MAXIMUM PAY-LINE WIDTHS

Nominal Pipe Diameter (Inches)	Aggregate Backfill and Temporary Pavement (Trench Width Inches)	Final Pavement Restoration and Reseeding over Trench (Width Inches)
3 and smaller	12	36
4	24	48
6	24	48
8	24	48
10	28	52
12	30	54
14	32	56
15	33	57
16	34	58
18	36	60
20	40	64
21	42	66
24	48	72
27	54	78
30	60	84
33	63	87
36	66	90
42	75	99
48	84	108
54	90	114
60	96	120
66	106	130

1. At manholes, valve pits, and other structures, the pay-line shall be measured as 1-foot outside the wall for excavation and 18-inches outside the wall for restoration.
2. Where sheeting and shoring are used, the maximum allowable width of trench as shown in the preceding table shall be measured between the closest interior faces of the sheeting or shoring as placed. Whenever, for any reason, the maximum trench width is exceeded below the top of the pipe, the Contractor may be ordered by the Engineer to cradle or encase the pipe in concrete at the Contractor's expense in order to insure the structural integrity of the pipe.
3. If the maximum width of trench specified above cannot be maintained, the Contractor shall install temporary sheeting at his own cost and expense.
4. Where lines are to be constructed on rights-of-way or easements in open areas, the maximum width of trench at the top specified hereinbefore may be exceeded only if the construction is kept entirely within the limits of the right-of-way or easements and can be carried on without damage to adjoining property. The angle of slope shall be the angle at which the trench bank will stand without sliding and in no case shall the angle of slope be steeper than one-half horizontal to one

vertical.

5. In locations other than rights-of-way or easements, the Engineer may, as warranted by working conditions, waive the requirements that the maximum width of trench at the top shall not exceed the dimensions specified hereinbefore.
6. If the maximum width requirement at the top is waived by the Engineer, the Contractor will not be entitled to additional compensation beyond the specified trench widths.
7. Where the Engineer specifically requires the contractor in writing to excavate beyond the maximum allowable trench width, the Contractor will be entitled to and will be reimbursed for the quantity of material excavated beyond the specified trench widths in accordance with the applicable unit price bid under Miscellaneous Unclassified Excavation.

F. Length of Trench:

1. No trench shall be opened more than 100 feet in advance of the pipe lines laid.
2. The Contractor shall limit all trench openings to a distance commensurate with all rules of safety.
3. If the work is stopped either totally or partially, the Contractor shall refill the trench and temporarily repave over the same at his expense and the trench shall not be opened until he is ready to proceed with the construction of the pipeline.

G. Pumping and Draining: The Contractor shall remove by pumping, draining, or otherwise, any water which may accumulate in the trenches and other excavations and shall build all dams and do all other work necessary to keep the trenches or other excavation as free from water as possible.

1. Where it is impractical to completely drain the trench, special pipe or jointing materials may be authorized at no additional expense to the Owner.
2. While the pipelines are being laid, the Contractor shall have sufficient pumping machinery ready for immediate use.
3. All surface waters shall be prevented from entering the open ditches or excavations by proper grading of the surface in the vicinity of the excavation.

H. Accommodations of Drainage: The Contractor shall keep gutters, sewers, drains and ditches open at all times so that the flow of storm or other waters shall not be obstructed. If the material excavated from the trenches must temporarily extend over gutters or other waterways, it shall be the duty of the Contractor to plank or bridge over the gutters, without extra compensation, so that the flow of water is not impeded.

I. Blasting and Explosives: Not permitted in performance of trenching work.

J. Protection of Utilities, Property and Structures: The existence and location of underground utilities as indicated on the plans is presented merely to serve as a notification that such utilities do exist in the general proximity of the work. Any utilities not shown, or not located as shown, shall not be cause of the Contractor to deny responsibility for their protection and/or repair during construction.

1. The Contractor shall notify all utility companies in advance of construction to

include requesting the utilities to be field located and cooperate with agents of these companies during the progress of the work. Procedures for emergency action and repairs to utilities shall be established with the utility company prior to commencement of the work. During the course of his work, if the Contractor damages any of the aforementioned utilities, he shall immediately follow the procedure of emergency action and repair as established at his own expense.

2. Whenever the Contractor, during the progress of the excavation, shall uncover service pipes or lines, which because of injury or age are in poor condition, he shall immediately notify the proper authority in order that steps may be taken for replacement or repair. Locations of repairs, and the procedures of repairs that have been made shall be recorded by the Contractor.
3. The Contractor shall, at his own expense, sustain in their places, and protect from direct or indirect injury, all pipes, conduits, tracks, walls, buildings, and other structures or property in the vicinity of his work, whether above or below the ground, or that may appear in the trench. He shall at all times have a sufficient quantity of timber and plank, chains, ropes, etc., on the ground and shall use them as necessary for sheeting his excavations and for sustaining or supporting any structures that are uncovered, undermined, endangered, threatened, or weakened, whether such structures are or are not shown on the drawings.
4. Pipes and underground conduits exposed as a result of the Contractor's operations shall be adequately supported along their entire exposed length by timber or planking, installed in such manner that the anchorage of the supporting members will not be disturbed or weakened during the backfilling operation. Backfill of selected material shall be carefully rammed and tamped under and around the supports and all supports shall be left in place as a guard against breakage of the supported structure due to trench settlement. No additional payment will be due the Contractor for material left in place nor for the labor of installing and maintaining supports.

### 3.02 PIPE BEDDING AND TRENCH BACKFILL

- A. Bedding: The trench shall be excavated to a depth of six (6) inches below the outside diameter of the pipe, or deeper if so specified. The resultant subgrade shall be undisturbed, or compacted as approved by the Engineer if disturbed. The bedding shall then be prepared by placing a thoroughly compacted aggregate pipe bedding and initial backfill material, as specified hereinafter, in 3-inch (uncompacted thickness) layers to 12-inches above top of pipe. Bedding shall provide uniform and continuous bearing and support for the pipe.
- B. Special Bedding:
  1. Unstable Subgrade: Where the bottom of the trench at subgrade is found to be unstable or to include ashes, cinders, any type of refuse, vegetable, or other organic material, or large pieces or fragments of inorganic material, which, in the opinion of the Engineer, should be removed, the Contractor shall excavate and remove such unsuitable material to the width and depth recommended by the Engineer.

- a. Before pipe is laid, the subgrade shall be made by backfilling with aggregate material, as directed by the Engineer, in 3-inch (uncompacted thickness) layers thoroughly tamped and the bedding prepared as hereinbefore specified.
  - b. Aggregate Backfill when used at the direction of the Engineer to stabilize trench subgrade will be paid for in accordance with the applicable unit price bid under Miscellaneous Aggregate Backfill, exclusive of the pipe bedding.
  - c. Additional excavation required to remove unstable material will be paid for in accordance with the applicable unit price bid for Miscellaneous Excavation under the Schedule of Unit Prices for Quantity Adjustments.
2. Concrete Cradle and Concrete Encasement: If concrete cradle and/or encasement is indicated on the Drawings or required by the Engineer, the trench shall be excavated to a depth of 6-inches below the outside of the barrel of pipes 24-inches in diameter or less and nine (9) inches below the outside of the barrel of pipes larger than 24-inches in diameter. All of this excavation may be done by machine. Method of placement is specified in Section 02950.
  3. Special Foundations: Where the bottom of the trench at the subgrade is found to consist of material which is unstable to such a degree that, in the opinion of the Engineer, it cannot be removed and replaced with an approved material thoroughly compacted in place to support the pipe properly, the Contractor shall construct a foundation for the pipe, consisting of piling, timbers or other materials, in accordance with plans prepared by the Engineer. Compensation for such additional work shall be in accordance with the General Conditions of the Contract.
  4. Excavation in Fill: When the pipe is laid in fill, the compacted embankment shall be brought to a height of at least 9-inches above the proposed top of the pipe before the trench is excavated.

C. Backfilling Methods:

1. General: Backfilling shall not be done in freezing weather except by permission of the Engineer, and it shall not be done with frozen material. Do not backfill when the material already in the trench is frozen.
  - a. Where aggregate backfill is not indicated on the Drawings or specified herein, and in the opinion of the Engineer should be used in any part of the work, the Contractor shall furnish and backfill with aggregate as directed.
  - b. Payment will be made in accordance with the unit price bid under the Schedule of Unit Prices for Quantity Adjustments.
  - c. No extra compensation will be made for aggregate backfill required for the pipe bedding, or due to excavation made beyond the limits specified, or where used as special bedding at the discretion of the Contractor.

- D. Pipe Bedding Beneath and to Centerline of Pipe: All trenches shall be backfilled by hand, from the bottom of the trench to the centerline of the pipe with bedding material placed in layers of 3 inches (uncompacted thickness) and compacted by tamping. Bedding material shall be deposited in the trench for its full width on each side of the pipe and fittings simultaneously.

- E. Initial Backfill Over Pipe: From the centerline of the pipe and fittings to a depth of one (1) foot above the top of the pipe, the trench shall be backfilled by hand or by approved mechanical methods. The Contractor shall use special care in placing this portion of the backfill so as to avoid injuring or moving the pipe. The backfill shall be placed in 4-inch layers (uncompacted thickness) and compacted by tamping.
- F. Backfill Material to Restoration Depth: From one (1) foot above the top of the pipe to restoration depth, the trench shall be backfilled by hand or by approved mechanical methods. Backfill in this section of the trench shall be excavated material subject to limitations specified and consolidated by tamping in eight (8) inch layers or other approved mechanical methods unless otherwise specified. Any consolidation method utilizing water, such as jetting or puddling shall not be permitted. Consolidation shall proceed from the center of the trench to the sides to prevent arching. No extra payment for excavated material backfill will be given the Contractor.
- G. Compacting: During the course of backfilling and compacting work, the Engineer may, at any location or depth of trench, make tests to determine whether the Contractor's compaction operations are sufficient to meet specified requirements. Compact trench backfill as follows:
  - 1. Use mechanical tampers to compact backfill materials in trench refill operations to produce a density of backfill at the bottom of each layer of not less than 90 percent of maximum density obtained at optimum moisture content as determined by AASHTO T99. Perform field determinations of density, when requested by the Engineer, in accordance with AASHTO T191.

### 3.03 RESTORATION AND CLEAN-UP OF SURFACE

- A. Replacement of Structures by Contractor: The Contractor shall restore (unless otherwise stipulated) all sidewalks, curbs, gutters, shrubbery, fences, poles, sod or other property and surface structures removed or disturbed as a part of the work to a condition equal to that before the work began, furnishing all labor and materials incidental thereto.
- B. Clean-Up and Maintenance of Surfaces:
  - 1. General: During construction, the surfaces of all areas including, but not limited to, roads, streets, and driveways shall be maintained on a daily basis to produce a safe, desirable, and convenient condition. Streets shall be swept and flushed after backfilling, and recleaned as dust, mud, stones and debris caused by the work, or related to the work again accumulates. Failure of the Contractor to perform this work shall be cause for the Engineer to order the work by others, and backcharge all costs to the Contractor.
    - a. All surplus materials furnished by the Contractor and temporary structures shall be removed from the site by the Contractor.
    - b. All dirt, rubbish and excess earth from the excavation shall be disposed of by the Contractor in a manner and place acceptable to all governing agencies.

- c. The construction site shall be left clean at the end of each working day to the satisfaction of the Engineer.
2. Repair or Correction of Unsatisfactory Conditions: All unsatisfactory conditions resulting from the work shall be corrected.
  - a. Any subnormal or dangerous condition caused by the work, on any surface, shall be repaired or corrected within two hours of observance or notification of its existence. If repairs or corrections are not made within this period, the Owner shall cause to have the work completed with the resulting cost subtracted from the Contractor's next monthly payment request. Any such costs shall be deemed a reduction in the total amount due the Contractor under the contract and no subsequent reimbursement shall be made to the Contractor by the Owner for these costs.

END OF SECTION

## SECTION 02230

### TRAIL EXCAVATION, BACKFILL, AND COMPACTION

#### PART 1 - GENERAL

##### 1.01 SECTION INCLUDES

- A. Materials and work required for construction of pedestrian trail.

##### 1.02 RELATED SECTIONS

- A. Soil Erosion and Sedimentation Control: Section 01560.
- B. Site Grading: Section 02210.
- C. Paving and Surfacing: Section 02500.

##### 1.03 REFERENCES

- A. American Association of State Highway and Transportation Officials (AASHTO):
  - 1. AASHTO T99, Moisture-Density Relations of Soils using a 5.5-lb. Rammer and a 12-in. Drop.
  - 2. AASHTO T191, Density of Soil In-Place by the Sand Cone Method.
- B. American Society for Testing and Materials: ASTM D2167, Density of Soil in Place by the Rubber-Balloon Method, Test Method for.

##### 1.04 SITE CONDITIONS

- A. As specified previously under Section 02210.

#### PART 2 - PRODUCTS

##### 2.01 MATERIALS

- A. Backfill and Aggregate Material: As specified previously under Section 02210.

## PART 3 - EXECUTION

### 3.01 PERFORMANCE

- A. Perform soil erosion control work in accordance with requirements of Section 01560.
- B. Excavation: Excavate or otherwise remove and satisfactorily dispose of materials located within the limits indicated on the Drawings.
  - 1. Excavate to subgrade depths required, and cut drainage channels and waterways as may be detailed.
  - 2. Remove rock encountered in excavation to a depth six inches below finished subgrade elevations.
  - 3. Excavate subgrade material determined unsatisfactory in the opinion of the Engineer. Refill such areas to required elevation with Backfill.
- C. Grading: Shape subgrade of trail to no more than 0.10 foot above or below the elevations indicated on the Drawings.
- D. Trail Embankments: Construct trail embankments as specified in Section 02210 with the exception that materials other than Backfill may be used. Materials such as shale or other rock formations that can be readily incorporated in a 36-inch layer may be used. Construction requirements for roadway embankment containing rock shall be as follows:
  - 1. Breakup shale and other rock-like materials formed by natural consolidation of mud, clay, silt and fine sand into a maximum size that can be readily placed and compacted in loose eight inch layers.
  - 2. Place rock to form the base of embankments. Place in uniform loose layers not exceeding in depth the approximate average size of the larger rock, but not exceeding 36 inches deep.
  - 3. Do not dump rock in final position. Position rock by a manner that will minimize voids, pockets and bridging.
  - 4. Smooth and level each layer adding Coarse Aggregate Material in sufficient quantity to supplement the smaller rock pieces in filling the voids and pockets.
  - 5. Form the top 18 inches of roadway embankments with Backfill and construct in the same manner specified for formation of embankments other than those containing rock.
  - 6. Compact embankment material to a minimum final density of not less than 90 percent of the maximum dry weight density at its optimum moisture content.
  - 7. Borrow Excavation materials required for embankment shall meet the requirements of Backfill. During the excavation operation, keep the borrow area graded to ensure free water drainage. Following completion of work in the borrow area grade the area, to present a uniformly trim appearance merging into the surrounding terrain and to prevent serious erosion.
- E. Compaction: Compact subgrade material to a minimum final density of not less than 95 percent of the maximum dry weight density at its optimum moisture content. Perform finish rolling on roadway subgrade just prior to installation of aggregate base course.

- F. Base Course Construction: Final subgrade preparation and base course construction as specified in Section 02500.

### 3.02 FIELD QUALITY CONTROL

- A. Surface Tolerance: Check finished subgrade surface for smoothness and elevation in accordance with the following:
  - 1. Use string lines, or other Engineer approved method, for controlling the finished elevation of roadway subgrade. Maintain such lines until surface irregularities have been satisfactorily corrected.
- B. Corrections: Correct surface irregularities exceeding previously specified limits to the Engineer's satisfaction either by removing or adding material as required, followed by rolling until satisfactorily compacted.
- C. Field Moisture-Density Tests: As specified in Section 02210.

**END OF SECTION**

SECTION 02260  
FINISH GRADING

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Soil and Seed Materials.

1.02 RELATED SECTIONS

- A. Site Grading: Section 02210
- B. Trenching, Backfilling and Compacting: Section 02221.

1.03 QUALITY ASSURANCE

- A. Source Quality Control:
  - 1. Packaged Products shall indicate the manufacturer's guaranteed analysis on each package and arrive on site as originally packaged and unopened.

1.04 REFERENCES

- A. American Society for Testing and Materials, ASTM C 602 Agricultural Liming Materials, Spec. for.

1.05 SUBMITTALS

- A. Soil Supplement Product Certification: Submit certificates certifying such products to have a guaranteed analysis in conformity with the Engineer approved laboratory soil supplement recommendations report.
- B. Seed Certification: Submit certificates or certifying tags indicating lawn seed mixture, seed purity percentage, seed germination percentage and weed seed content percentage to certify conformity with the Specifications.

1.06 DELIVERY, STORAGE AND HANDLING

- A. Deliver packaged products to the site in unopened containers with labels intact and legible.
- B. Store packaged products in such a manner to prevent moisture damage and other forms

of contamination.

## 1.07 SITE CONDITIONS

- A. Environmental Requirements: Do not perform Work of this Section when soil or weather conditions are unsuitable. Unsuitable conditions include moisture saturated or frozen in place soil and precipitation of any kind present or occurring during the Work.
- B. Seeding Dates: The following dates shall govern except when environmental conditions warrant, the Engineer may extend the seeding dates.
  - 1. Spring: March 1 to June 1.
  - 2. Fall: August 1 to October 1.
- C. Existing Conditions: Following performance of related construction and prior to finish grading, do such debris removal and site leveling as necessary in preparation for Finish Grading. Dispose of such debris legally off site.
- D. Dust Control: Exercise the necessary means and methods to control dust on the site as well as in the off site work areas where Topsoiling and Finish Grading are required.

## PART 2 - PRODUCTS

### 2.01 MATERIALS

- A. Topsoil: Use fertile, friable, natural, productive surface soil such as is available on site (if any). Use topsoil free of subsoil, clay, stones or similar hard objects larger than 2 inches in greatest dimension and partially disintegrated debris and materials toxic or harmful to growth.
- B. Borrow Topsoil: Use productive topsoil from Contractor's source and of a quality meeting the requirements specified above for Topsoil. Provide borrow topsoil only if quantity of stripped and stockpiled, or other acceptable on-site topsoil is not sufficient at no additional cost to Owner or Engineer.
- C. Gravel and polyethylene Sheeting: Crushed aggregate or river gravel of one uniform color throughout and sized from 90 to 100% of the material passing a one-inch sieve, 100% passing the 1-1/2 inch sieve, 25 to 60% passing the 1/2 inch sieve and 0 to 10% passing the #4 sieve. Spread gravel on black polyethylene film of at least 10 mils thickness.

### 2.02 SOIL SUPPLEMENT MATERIALS

- A. Agricultural Liming Materials: Products containing calcium and magnesium compounds capable of neutralizing soil acidity and containing not less than 80% of total carbonates. Use liming materials meeting requirements of ASTM Designation C602 and conforming to applicable state liming material regulations.
- B. Fertilizer: Commercial fertilizer of uniform composition, free-flowing and in conformity with applicable state fertilizer laws.
  - 1. Analysis: As recommended by a local AAN member nursery.

2.03 LAWN AND SEED MATERIALS

- A. Grass Seed: New crop seed, furnished in sealed packages with proof of correct mixture evidenced, age of seed indicated and compliance with applicable state regulations evidenced if required. Seeds and mixture as follows:

<u>Species in Mix</u>	<u>Mix % by Weight</u>	<u>Min % Purity/Germination</u>	<u>Max % Weed Seed</u>
Kentucky 31, Tall Fescue	40	90	0.50
Kentucky Bluegrass	40	85	0.40
Perennial Ryegrass	20	90	0.50

- B. Lawn Mulch: Straw Stalks of any threshed grain or tall hay grass stalks free from seed bearing stalks or roots harmful to lawn growth. Mulch material containing noxious weeds, decomposed material or brittle weed material is not acceptable.
- C. Mulch Binder: Emulsified asphalt conforming to the requirements of AASHTO M 140, Grade RS-1 and which does not contain solvents or other diluting agents toxic to plant life.

PART 3 - EXECUTION

3.01 PREPARATION

- A. Perform site grading as specified in Section 02210.

3.02 PERFORMANCE

- A. Placement: Place topsoil over areas indicated for new grading contours. However,

before topsoil placement, construction work in topsoiled areas shall have been completed. Observe precautions as follows:

1. Do not place topsoil over areas indicated to receive paving or walkways.
2. Do not work topsoil while frozen or wet. Do not work topsoil in a dusting condition but moisten same to prevent a dust nuisance.
3. Scarify subsoil to a depth of 2 inches for bonding topsoil with subsoil.
4. On sloped areas, work topsoil into subsoil to blend so as to eliminate any semblance of slip-planing between the two soils; but leave a sufficient cover of topsoil to insure seed germination. Perform such blending of soils by ridging or serrating the subsoil on the slopes.
5. Place topsoil as needed for dressing-up minor depressions due to settling and erosion and to eliminate any other minor irregularities.

B. Finished Elevations and Lines: Grade topsoiled areas of the site to within a tolerance of plus or minus one-tenth of a foot of the elevations and lines indicated and in accordance with the following:

1. Grade a uniform longitudinal fall in swales and other surface drainage areas to provide a drainage flow line that can easily be maintained and traversed with normal lawn maintenance equipment.
2. Establish finish grade of topsoil 1/2 to 3/4 inch below top of abutting walks or paving to provide positive drainage of same.
3. Do not finish grade topsoil to a depth less than 6 inches nor greater than 12 inches.
4. Leave finish grade surfaces free of objectionable material larger than 2 inches in greatest dimension. Dispose of such objectionable material in a legal disposal area off site.

C. Compaction: Compact finish grades as the final operation using a light roller weighing not over 120 pounds per foot-width of roller.

D. Tillage: Till finish graded soil over areas indicated for lawn regardless of type of lawn work performed. Use equipment and methods common to such work, and till soil to a two-inch depth minimum.

E. Soil Supplement Addition: The soil supplements for lawn areas, as required according to the Engineer approved laboratory test reports, may be incorporated into the soil during tillage operations.

F. Seeding: Sow seed mixtures when air current is low and not more than five days after soil supplements have been applied. Sow seeds in two applications using either mechanical power seeders or mechanical hand seeders. Sow one-half of the seed mixture in one direction over designated areas and the remainder at right angles to the first sowing. Seeding rates as follows:

1. Grass Seed Mixture: 5 pounds per 1,000 sq. ft. areas.

- G. Seed Cover: Imbed seed mixtures into topsoil 1/4 inch using a light drag or rake and moving in directions parallel to the contour lines. Immediately after dragging or raking, compact seeded areas using a cultipacker or similar design lawn roller, weighing 60 to 90 pounds per linear foot of roller, and roll at right angles to existing slopes.
- H. Contractor Option: Seeding and soil supplement application may be performed by the hydroseeding method. However, rates of application, methods and equipment shall receive Engineer's prior approval.
- I. Lawn Mulching: Evenly apply mulch over seeded areas not more than 48 hours after seeding. Start mulching at windward side of relatively flat areas, or at the upper part of slopes. Spread mulch in a total coverage at a depth not less than 1-1/2 inches nor more than 3 inches.

### 3.03 MAINTENANCE

- A. Maintenance operations shall begin immediately after seeding and shall continue throughout the construction time and one year guarantee period. In general, maintenance shall include weeding, controlling insects and diseases and performing other particular operations as follows:
  - 1. Keep seed moist continually for proper germination and water thereafter as necessary to prevent drying out or burning. Reseed areas not showing a prompt catch of grass, correct depressions and irregularities and reseed; repeat until a complete coverage is obtained.
  - 2. Cutting of seeded areas at required intervals to maintain grass at a maximum height of 2-1/2 inches will be performed by the Owner.
- B. At conclusion of maintenance period, the Engineer shall make an inspection of the lawn work to determine condition of acceptance. Make such additional repairs as required by the Engineer. Perform such work at no expense to the Owner.

END OF SECTION

## SECTION 02500

### PAVING AND SURFACING

#### PART 1 - GENERAL

##### 1.01 SECTION INCLUDES

- A. Hot Mix Asphalt Plant Mix Trail Surfacing.

##### 1.02 RELATED SECTIONS

- A. Roadway Excavation, Backfill, and Compaction: Section 02230.

##### 1.03 QUALITY ASSURANCE

- A. Source Quality Control:
  - 1. Use materials conforming to requirements of the Maryland Department of Transportation, State Highway Administration Standard Specifications for Construction and Materials, July 2008 and latest Addenda.
  - 2. Use products of a hot mix asphalt producer regularly engaged in production of hot mix asphalt conforming to the standards referenced herein.
  - 3. Maintain quality of work by using products of a qualified hot mix asphalt producer and qualified plant operating workmen.

##### 1.04 REFERENCES

- A. The MDT noted herein refer to sections contained in the Maryland Department of Transportation State Highway Administration Specifications for Construction and Materials. The references pertain only to materials, construction, equipment, methods and labor.
- B. Maryland Standard Method of Tests.
- C. American Society for Testing and Materials:
  - 1. ASTM D 1557, Moisture-Density Relations of Soils and Soil-Aggregate Mixtures, Using 10 lb. (4.5 Kg) Rammer and 18-inch (457 mm) Drop, Test Methods for.
  - 2. ASTM D 2167, Density of Soil in Place by the Rubber-Balloon Method, Test Method for.
- D. American Association of State Highway and Transportation Officials:
  - 1. AASHTO T180, Moisture-Density Relations of Soils Using a 10 lb. Rammer and an 18-inch Drop.
  - 2. AASHTO T238, Density of Soil and Soil-Aggregate in place by Nuclear methods (shallow depths).

## 1.05 SUBMITTALS

- A. Certificates: Furnish certification from hot mix asphalt and aggregate producer attesting that materials conform to requirements of Maryland Department of Transportation State Highway Administration Specifications.

## 1.06 PROJECT CONDITIONS

- A. Protection:
  - 1. Protect paved surfaces outside of the limits of work. Repair pavement outside limits damaged by constructing operations at no additional expense to the Owner.
  - 2. The Contractor shall be liable for damages to municipal roads caused by his equipment. The repairs may include lane or full roadway width overlays as directed by the Owner. No additional payment will be made for repairs to municipal roads damaged by the Contractor.

## PART 2 - PRODUCTS

### 2.01 MATERIALS

- A. Use hot plant mix design that is currently in use by MD DOT SHA, the county, or town, and submit a certificate of compliance that the mix meets their requirements.

## PART 3 - EXECUTION

### 3.01 WEATHER LIMITATIONS

- A. Do not place the asphalt mixture when weather conditions prevent the proper compaction of the mixture, the base course is frozen, or the average temperature of the underlying surface upon which the asphalt mixture is to be placed is less than 55°F. Do not place when it is raining or snowing.

### B. MIXING

Do not allow the temperature of the mix to exceed 320°F when discharging the from the mixer.

### C. SURFACE PREPARATION

Remove loose aggregate, soil or other deleterious materials from the surface to be paved. Prepare base of trailbed by shaping, watering, and compacting before placing plant mix. Obtain the Owner's approval before plant mix on prepared base.

### D. PLACEMENT AND COMPACTION

Place and compact plant mix to meet the lines, grades, and thickness SHOWN ON THE PLANS. Avoid segregation of the mix. Hand or small machine pavement of mix is permitted, except where the use of asphalt paving machines is required for areas SHOWN ON THE PLANS. Use only self-contained, power-propelled paving machine units, provided with an adjustable activated screed or strike-off assembly, heated if necessary, and capable of spreading and finishing courses of asphalt plant mix to the required widths and thicknesses.

Start compaction when the mix is above 230°F. Compact the mix with at least three passes over the entire trail surface. Use a wheel power roller that is a minimum weight of 1 ton. Use vibratory plate compactors in areas that are not accessible to rollers. Continue compaction over the full width of the layer until visible deformation of the layer ceases.

E. THICKNESS

Do not vary the thickness of the compacted hot mix by more or less than 15 percent from the thickness SHOWN ON THE PLANS and not consistently above or below the specified thickness.

END OF SECTION

**STATE OF MARYLAND**  
**DEPARTMENT OF THE ENVIRONMENT**  
**WATER AND SCIENCE ADMINISTRATION**  
**WETLANDS AND WATERWAYS PROTECTION PROGRAM**  
**AUTHORIZATION TO PROCEED**

AUTHORIZATION NUMBER: 202461009/24-NT-3130

EFFECTIVE DATE: October 10, 2024

EXPIRATION DATE: October 10, 2029

AUTHORIZED PERSON: Town of Myersville  
301 Main Street, P.O. Box 295  
Myersville, MD 21773  
ATTN: Kristin Aleshire



IN ACCORDANCE WITH ENVIRONMENT ARTICLE §5-503(a) AND §5-906(b), ANNOTATED CODE OF MARYLAND (2007 REPLACEMENT VOLUME), COMAR 26.17.04 AND 26.23.01, AND 26.08.02 AND THE ATTACHED CONDITIONS OF AUTHORIZATIONS, **Town of Myersville** ("AUTHORIZED PERSON"), IS HEREBY AUTHORIZED BY THE WATER AND SCIENCE ADMINISTRATION ("ADMINISTRATION") TO CONDUCT A REGULATED ACTIVITY IN A NONTIDAL WETLAND, BUFFER, OR EXPANDED BUFFER, AND/OR TO CHANGE THE COURSE, CURRENT OR CROSS-SECTION OF WATERS OF THE STATE, IN ACCORDANCE WITH THE ATTACHED PLANS APPROVED BY THE ADMINISTRATION ON **October 10, 2024** ("APPROVED PLAN") AND PREPARED BY **ARRO Consulting, Inc.** AND INCORPORATED HEREIN, AS DESCRIBED BELOW:

Provide an ADA compliant walking path extension to the existing trail at Doub's Meadow Park. The project will temporarily impact 24,132 square feet and permanently impact 6,190 square feet of the 100-year nontidal floodplain. The project is located at Doub's Meadow Park, 11 Wolfsville Road in Myersville, Frederick County.

MD Grid Coordinates: N 204540 E 351620

Tammy K. Roberson for  
Tammy K. Roberson for (03/15/2024 12:02 EDT)

Heather L. Nelson  
Program Manager

Wetlands and Waterways Protection Program

Attachments: Conditions of Authorization,  
Approved Plans

cc: WSA Compliance Division w/ file, Frederick Co.  
ARRO Consulting, Inc., Bethany Stoll

THE FOLLOWING CONDITIONS OF AUTHORIZATION APPLY TO ALL ACTIVITIES AUTHORIZED BY  
AUTHORIZATION NUMBER 202461009/24-NT-3130

Page 2 of 3

1. **Validity:** Authorization is valid only for use by Authorized Person. Authorization may be transferred only with prior written approval of the Administration. In the event of transfer, transferee agrees to comply with all terms and conditions of Authorization.
2. **Initiation of Work, Modifications and Extension of Term:** Authorized Person shall initiate authorized activities with two (2) years of the Effective Date of this Authorization or the Authorization shall expire. Authorized Person may submit written requests to the Administration for (a) extension of the period for initiation of work, (b) modification of Authorization, including the Approved Plan, or, (c) not later than 45 days prior to Expiration Date, an extension of the term. Requests for modification shall be in accordance with applicable regulations and shall state reasons for changes, and shall indicate the impacts on nontidal wetlands, streams, and the floodplain, as applicable. The Administration may grant a request at its sole discretion.
3. **Responsibility and Compliance:** Authorized Person is fully responsible for all work performed and activities authorized by this Authorization shall be performed in compliance with this Authorization and Approved Plan. Authorized Person agrees that a copy of the Authorization and Approved Plan shall be kept at the construction site and provided to its employees, agents and contractors. A person (including Authorized Person, its employees, agents or contractors) who violates or fails to comply with the terms and conditions of this Authorization, Approved Plan or an administrative order may be subject to penalties in accordance with §5-514 and §5-911, Department of the Environment Article, Annotated Code of Maryland (2007 Replacement Volume).
4. **Failure to Comply:** If Authorized Person, its employees, agents or contractors fail to comply with this Authorization or Approved Plan, the Administration may, in its discretion, issue an administrative order requiring Authorized Person, its employees, agents and contractors to cease and desist any activities which violate this Authorization, or the Administration may take any other enforcement action available to it by law, including filing civil or criminal charges.
5. **Suspension or Revocation:** Authorization may be suspended or revoked by the Administration, after notice of opportunity for a hearing, if Authorized Person: (a) submits false or inaccurate information in Permit application or subsequently required submittals; (b) deviates from the Approved Plan, specifications, terms and conditions; (c) violates, or is about to violate terms and conditions of this Authorization; (d) violates, or is about to violate, any regulation promulgated pursuant to Title 5, Department of the Environment Article, Annotated Code of Maryland as amended; (e) fails to allow authorized representatives of the Administration to enter the site of authorized activities at any reasonable time to conduct inspection and evaluations; (f) fails to comply with the requirements of an administrative action or order issued by the Administration; or (g) does not have vested rights under this Authorization and new information, changes in site conditions, or amended regulatory requirements necessitate revocation or suspension.
6. **Other Approvals:** Authorization does not authorize any injury to private property, any invasion of rights, or any infringement of federal, State or local laws or regulations, nor does it obviate the need to obtain required authorizations or approvals from other State, federal or local agencies as required by law.
7. **Site Access:** Authorized Person shall allow authorized representatives of the Administration access to the site of authorized activities during normal business hours to conduct inspections and evaluations necessary to assure compliance with this Authorization. Authorized Person shall provide necessary assistance to effectively and safely conduct such inspections and evaluations.
8. **Inspection Notification:** Authorized Person shall notify the Administration's Compliance Program at least five (5) days before starting authorized activities and five (5) days after completion. For Allegany, Garrett, and Washington counties, Authorized Person shall call 301-689-1480. For Carroll, Frederick, Howard, Montgomery, and Prince George's counties, Authorized Person shall call 301-665-2850. For Baltimore City, Anne Arundel, Baltimore, Calvert, Charles, Harford and St. Mary's, Authorized Person shall call 410-537-3510. For Caroline, Cecil, Dorchester, Kent, Queen Anne's, Somerset, Talbot, Wicomico and Worcester, Authorized Person shall call 410-901-4020. If Authorization is for a project that is part of a mining site, please contact the Land and Materials Administration's Mining Program at 410-537-3557 at least five (5) days before starting authorized activities and five (5) days after completion.
9. **Sediment Control:** Authorized Person shall obtain approval from the Frederick County Soil Conservation District for a grading and sediment control plan specifying soil erosion control measures. The approved grading and sediment control plan shall be included in the Approved Plan, and shall be available at the construction site.
10. **Best Management Practices During Construction:** Authorized Person, its employees, agents and contractors shall conduct authorized activities in a manner consistent with the Best Management Practices specified by the Administration.
11. **Disposal of Excess:** Unless otherwise shown on the Approved Plan, all excess fill, spoil material, debris, and construction material shall be disposed of outside of nontidal wetlands, nontidal wetlands buffers, and the 100-year floodplain, and in a location and manner which does not adversely impact surface or subsurface water flow into or out of nontidal wetlands.

12. **Temporary Staging Areas:** Temporary construction trailers or structures, staging areas and stockpiles shall not be located within nontidal wetlands, nontidal wetlands buffers, or the 100-year floodplain unless specifically included on the Approved Plan.
13. **Temporary Stream Access Crossings:** Temporary stream access crossings shall not be constructed or utilized unless shown on the Approved Plan. If temporary stream access crossings are determined necessary prior to initiation of work or at any time during construction, Authorized Person, its employees, agents or contractors shall submit a written request to the Administration and secure the necessary permits or approvals for such crossings before installation of the crossings. Temporary stream access crossings shall be removed and the disturbance stabilized prior to completion of authorized activity or within one (1) year of installation.
14. **Discharge:** Runoff or accumulated water containing sediment or other suspended materials shall not be discharged into waters of the State unless treated by an approved sediment control device or structure.
15. **Instream Construction Prohibition:**
  - No instream construction is to occur under this Authorization;
  - To protect important aquatic species, motor driven construction equipment shall not be allowed within stream channels unless on authorized ford crossings. Activities within stream channels are prohibited as determined by the classification of the stream (COMAR 26.08.02.08): Little Catoctin Creek is a Use III-P waterway; in-stream work may not be conducted from October 1 through April 30 inclusive, of any year.
16. **Instream Blasting:** Authorized Person shall obtain prior written approval from the Administration before blasting or using explosives in the stream channel.
17. **Minimum Disturbance:** Any disturbance of stream banks, channel bottom, wetlands, and wetlands buffer authorized by this Authorization or Approved Plan shall be the minimum necessary to conduct permitted activities. All disturbed areas shall be stabilized vegetatively no later than seven (7) days after construction is completed or in accordance with the approved grading or sediment and erosion control plan.
18. **Restoration of Construction Site:** Authorized Person shall restore the construction site upon completion of authorized activities. Undercutting, meandering or degradation of the stream banks or channel bottom, any deposition of sediment or other materials, and any alteration of wetland vegetation, soils, or hydrology, resulting directly or indirectly from construction or authorized activities, shall be corrected by Authorized Person as directed by the Administration.

#### **FEDERALLY MANDATED STATE AUTHORIZATIONS**

The State of Maryland issued a Water Quality Certification to the U.S. Army Corps of Engineers for projects receiving federal authorization under the Maryland State Programmatic General Permit, Regional General Permit for Chesapeake Bay Total Maximum Daily Load (TMDL) Activities and non-suspended Nationwide Permits. In addition, as applicable, this Authorization constitutes the State's concurrence with the Applicant's certification that the activities authorized herein are consistent with the Maryland Coastal Zone Management Program, as required by Section 307 of the Coastal Zone Management Act of 1972, as amended. Activities in the following counties are not subject to the Maryland Coastal Zone Management requirement: Allegany, Carroll, Frederick, Garrett, Howard, Montgomery, and Washington.

#### **U.S. ARMY CORPS OF ENGINEERS AUTHORIZATION**

The U.S. Army Corps of Engineers does not regulate the 100-year floodplain. No federal authorization is required.



# FREDERICK COUNTY GOVERNMENT

## DIVISION OF PLANNING & PERMITTING

Department of Permits & Inspections

### NOTICE OF GRADING PERMIT APPROVAL \*PRE-CONSTRUCTION MEETING REQUIRED\*

**PROJECT:** Soccer Trail Walking Path

**PERMIT NO:**

**MJ 501949**



*Please: ALWAYS refer to this Permit Number in any communication with the County.*

**RECEIVED FINAL APPROVAL ON:** December 8, 2025

**CONTACT:** ARRO CONSULTING, INC. ARRO  
CONSULTING, INC.

(301)791-1100

186 Thomas Johnson Drive, Suite 204  
Frederick, MD 21702

frederick@arroconsulting.com

**LOCATION:**



#### **\*A PRE-CONSTRUCTION MEETING IS REQUIRED\***



The meeting must be requested by the applicant. Frederick County will schedule the meeting within 24 hours after receipt of the applicant's request. The grading permit placard will be delivered at this meeting.

APPROVED PLANS MUST BE ON SITE AT THE TIME OF  
PRE-CONSTRUCTION MEETING.

**\*WARNING\***

**\*WARNING\***

**\*WARNING\***



Starting work without a pre-construction meeting is a violation of Frederick County Code and may result in a STOP WORK ORDER; REVOCATION of the permit; and CIVIL PENALTIES against the applicant and/or their contractor.



**INSPECTOR:**

MATTHEW MCGREW

(240)608-5444x

mmcgrew1@frederickcountymd.gov

In the event that you are unable to reach the assigned inspector you may alternately contact:

ERIC DODSON

(301)600-3507

edodson@frederickcountymd.gov

*You may check the status of your permit or view inspection reports by logging into  
<https://planningandpermitting.frederickcountymd.gov/>  
Selecting 'Current Permits', Anonymous] and entering the above referenced permit number.*

**Frederick County: Rich History, Bright Future**

30 North Market Street, Frederick, Maryland 21701 301-600-1172 Fax 301-600-2309  
[www.FrederickCountyMD.gov](http://www.FrederickCountyMD.gov)

**Department of Permits and Inspections**

30 North Market Street ♦ Frederick, Maryland 21701  
301-600-3507 ♦ Fax 301-600-2309

**PRE-CONSTRUCTION MEETING CHECKLIST  
ENVIRONMENTAL COMPLIANCE**

**Soccer Trail Walking Path**

**MJ**

**501949**

INCLUDE THIS NUMBER ON  
ALL COMMUNICATION

By my initials and below signature, I verify that I have read, understand and will abide by the below numbered items. I understand that failure to comply or abide by this document, the Grading Permit or any of the Approved Plan requirements is a violation of Frederick County code and may subject myself and /or the project to a Stop Work Order, Notice of Violation, Civil Penalties or any combination thereof.

- INITIAL
- [01] A valid SCD approved plan (current date within 2-years from signature date) is provided by the permittee. The ECS Inspector will initial said plan making it the official field plan set. This plan must be onsite and available for reference during all regular working hours.
  - [02] Work shall AT ALL TIMES be in compliance with the aforementioned SCD approved plan. NO changes to any part of the approved plan may be made without the expressed knowledge and written approval by the ECS Inspector. This includes, but is not limited to, the sequence of construction and the modification or removal of sediment control devices. Adherence will be strictly enforced.
  - [03] In the event that Forest Resource Ordinance requirements such as, signage, protective fencing, etc., are involved with this project, a valid FRO plan must be provided and will be treated as in item #[01] above. All site activity will proceed in accordance with the FRO plan specifications as appropriate.
  - [04] The ECS Inspector must be contacted for ALL specified required inspections within 24 hrs of the proposed occurrence. This includes notification for inspection of the properly installed initial sediment control measures PRIOR to proceeding with grading of the site. In some cases the ECS Inspector will not deliver the grading permit placard until after a PASSED "NOTICE TO PROCEED" inspection. The Placard must be displayed in a visible location.
  - [05] Grading Permits EXPIRE one (1) year from the final approval date. It is the applicant's responsibility to renew the permit sixty (60) days prior to its expiration. Failure to do so will result in work stoppage and/or other penalties as they may apply.
  - [06] The issuance of a Grading Permit does not relieve the Owner/Agent's responsibility to comply with any/all regulatory agencies as required. Please be advised that MDE is notified regarding all grading permits issued over 40,000 SF to assure the applicant is in compliance with the State General Permit for Stormwater Associated with Construction (NOI). You may visit the following website for permit information, application and inspection requirement forms.  
[http://www.mde.state.md.us/programs/Permits/WaterManagementPermits/WaterDischargePermitApplications/Pages/Permits/watermanagementpermits/water\\_applications/gp\\_construction.aspx](http://www.mde.state.md.us/programs/Permits/WaterManagementPermits/WaterDischargePermitApplications/Pages/Permits/watermanagementpermits/water_applications/gp_construction.aspx)
  - [07] Prior to beginning construction of ANY stormwater management facility, the ECS Inspector shall be contacted to schedule a separate pre-construction meeting. Failure to schedule such meeting may result in the failure of the facility and jeopardize the release of secured funds.
- COMMON PROBLEM ITEMS**
- [08] Stabilization (seed, straw and tack) is required within (3) days for sediment controls and slopes over 3:1 and (7) days for other inactive disturbances.
  - [09] If the approved plan contains "Standard Utility Notes" (maximum 5,000 SF), same day stabilization is required and will be enforced.
  - [10] This checklist constitutes a full and complete understanding of the issues discussed at this pre-construction meeting. I also understand that any additional discussion, clarification or items of contention will be specifically addressed in the inspector's report.

I the undersigned have an MDE approved Responsible Personnel Certification card for Erosion and Sediment Control. Card #

SIGNED		DATE	
NAME		COMPANY	
TELE [1]	[2]	E-MAIL	

OTHER		COMPANY	
TELE [1]	[2]	E-MAIL	

<b>MATTHEW MCGREW</b>	<b>mmcgreg1@frederickcountymd.gov</b>	<b>(240)608-5444x</b>
ECS INSPECTOR		DATE