



C-97004-0128

## Root Damaged Sidewalk Replacement Project

**Municipality of Mt. Lebanon  
Allegheny County, PA**

This project includes the removal and replacement of concrete sidewalks damaged by tree roots throughout the Municipality

**Bid Opening Date: February 18, 2026**

**Bid Opening Time: 11:00 AM**

**PREPARED FOR**

Municipality of Mt. Lebanon  
710 Washington Road  
Pittsburgh, PA 15228

**PREPARED BY**

The Gateway Engineers, Inc.  
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CONTRACT DOCUMENTS

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### **MUNICIPALITY OF MT. LEBANON OF ALLEGHENY COUNTY, PENNSYLVANIA**

Sealed Proposals will be received by the Mt. Lebanon Commission at the Municipal Building, 710 Washington Road, Pittsburgh, Pennsylvania 15228 until **Wednesday, February 18, 2026 at 11:00 AM** for the following project:

#### **ROOT DAMAGED SIDEWALK REPLACEMENT PROJECT**

This project includes the removal and replacement of concrete sidewalks damaged by tree roots throughout the Municipality.

Proposals shall be delivered in a sealed envelope that is clearly marked on the outside with the appropriate wording “ROOT DAMAGED SIDEWALK REPLACEMENT PROJECT” All proposals shall be delivered to the attention of Mr. Rudy Sukal – Director of Public Works before 11:00 am prevailing time, Wednesday, February 18, 2026, delivered to the 2nd Floor Managers Office, and the same will be publicly opened and read at that time at the Municipal Building Commission Chambers located at 710 Washington Road, Pittsburgh, PA 15228.

**Prevailing Wages Rates will not be required to be paid on this contract.**

For all the above contracts, Copies of Drawings, Specifications, Instructions to Bidders, General Conditions, Forms of Proposals and Agreement are on file and open to public inspection at the Mt. Lebanon Office of Public Works, 710 Washington Road, Pittsburgh, PA 15228 where sets of said documents may be obtained at no cost. Documents will be available beginning on February 2, 2026. Office hours are Monday through Friday 9:00 A.M. to 4:00 P.M. Electronic files may be viewed and downloaded from the following site: <https://mtlebanon.org/residents/public-works/bid-lettings-contracts/>

Performance and Labor and Material Payment Bonds, along with Public Liability and Property Damage Certificates of Insurance in the amounts specified, as well as Certificates of Workman's Compensation must be filed with the executed Agreement.

Proposals must be submitted on the forms provided by the Municipality. Proposals must be accompanied by a Certified Check or Bidder's Bond from a Surety Company authorized to do business in Pennsylvania, made to the order of the Municipality of Mt. Lebanon in an amount equal to ten percent (10%) of the total amount of the Proposal as a guarantee that, if the Proposal is accepted, the successful Bidder will enter into an Agreement within fifteen (15) days after Notice of the Award of the Contract.

The Municipality reserves the right to reject any or all Proposals, or any part thereof, for any reason, and reserves the right to waive any informality therein. Proposals must be made to the Municipality of Mt. Lebanon, Allegheny County, Pennsylvania, and shall remain firm for a period of sixty (60) days. No Bidder may withdraw his Proposal during the sixty (60) day period without forfeiting his Bid guarantee.

**BY: Keith McGill  
Municipal Manager**

Publication Date  
January 29, 2026

## **BID FORM AND PROPOSAL**

## ARTICLE 1 – BID RECIPIENT

This Bid is submitted to: **Municipality of Mt. Lebanon  
710 Washington Road  
Pittsburgh PA 15228**

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 all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

## **Root Damaged Sidewalk Replacement Project**

**PROPOSAL FOR:** This project includes the removal and replacement of concrete sidewalks damaged by tree roots at various locations throughout the Municipality.

## ARTICLE 2 – TIME OF COMPLETION

Bidder agrees that the Work will be substantially complete within 30 calendar days after the date when the Contract Times commence to run as provided in Article 4 of the General Conditions, and will be completed and ready for final payment in accordance with Article 15 of the General Conditions within 30 calendar days after the date when the Contract Times commence to run or liquidated damages in the amount of \$500.00 per calendar day will be charged. As actual damages for any delay in completion are impossible to compute and ascertain with certainty as a basis of recovery by the Municipality of Mt. Lebanon for actual damages, the Contractor and its Surety shall be liable to the Municipality of Mt. Lebanon the sum of \$500.00 as fixed and agreed for each business day of delay until the Work is complete and accepted. Such liquidated damages are intended to represent actual damages and are not intended as a penalty. Contractor shall pay to Owner without limiting Owner's right to terminate this Agreement for default as provided elsewhere herein.

Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the Contract Times.

## ARTICLE 3 – BASIS OF BID

Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

ITEM NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1.	Replacement of concrete sidewalk, four (4) inches thick, per the construction detail <u>including</u> removal and disposal of the old concrete sidewalk, and miscellaneous excavation and a three (3) inch aggregate base and restoration, two coats of concrete sealing Alternate "A" as per the contract documents, complete in place	S.F.	13,750	\$ _____	\$ _____
2.	Replacement of reinforced concrete driveway, six (6) inches thick, per the construction detail <u>including</u> removal and disposal of the old concrete driveway, and miscellaneous excavation and a three (3) inch aggregate base and restoration, two coats of concrete sealing Alternate "A" as per the contract documents, complete in place	S.F.	1,300	\$ _____	\$ _____
3.	The replacement of rain conductor piping <u>including</u> the removal and disposal of the old rain conductor and miscellaneous excavation and connection to the existing rain conductor as per the contract documents, complete in place	L.F.	300	\$ _____	\$ _____

ITEM NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	AMOUNT
4.	Soil Erosion and sedimentation control including restoration of all disturbed areas <u>including</u> ; restoration in kind of all disturbed shrubbery and other vegetation, restoration of all disturbed walls, landscaping, borders, etc., installing, controlling, maintaining and removing traffic controls and detours for the duration of the project as per the contract documents, complete in place	L.S.	1		\$ _____
TOTAL BASE BID					\$ _____

#### OPTIONAL BID PRICES

\* NOTE: It should be noted that those items listed below are provided for in the event an unknown or unforeseen item is encountered. The contractor must submit unit prices for the optional unit price bid items listed below or the bid shall be considered invalid.

1.	If said work is ordered by the Owner, the Contractor agrees to perform the installation of Penn DOT 2B aggregate and hand tamping as per the contract documents, complete in place	Ton	1	\$ _____	\$ _____
2.	If said work is ordered by the Owner, the Contractor agrees to perform extra excavation over and above normal sidewalk excavation requirements as per the contract documents, complete in place	C.F.	1	\$ _____	\$ _____
3.	If said work is ordered by the Owner, the Contractor agrees to perform the installation of one (1) additional inch thickness of concrete sidewalk or driveway (where required by the Municipality) as per the contract documents, complete in place	S.F.	1	\$ _____	\$ _____

NOTES:

1. New sidewalks will be installed throughout Mt. Lebanon where tree roots have raised the existing sidewalks and have made them hazardous or where the existing sidewalk presents a hazard to pedestrians due to age, deterioration, or differential movement. Mt. Lebanon will cut the root at the edge of the existing walk for sidewalks damaged by trees. The contractor will be responsible for removing the roots to subgrade. The cost of removing the roots shall be included in the price bid per square foot of sidewalk or driveway. The amount and depth of root removal shall be at the direction of the Director of Public Works or his agent.
2. **From the time the concrete sidewalk/driveway is removed, the Contractor must replace the sidewalk/driveway within 3 days, weather permitting. If an excavation is left open for more than 3 days, a penalty in the amount of \$500/calender day will be assessed.**
3. The sidewalk and driveway shall have the same joint pattern as the existing sidewalk.
4. The Municipality shall permit the contractor to perform work on sidewalks, on the same street or block of other contract work, within the street right-of-way, upon the request of the private property owners or another public agency. This work is to be done in accordance with these specifications at the unit prices bid. A private agreement between the contractor and the individual property owner must be reached for completion and payment of said sidewalk work.
5. If awarded this contract, I (or we) hereby agree to begin work within ten (10) days after the receipt of notice, in writing, from the Owner to commence work and to complete all work embraced under this contract within 6 months from date of receipt of notice to proceed.

Bidder acknowledges that each Bid Unit Price includes an amount considered by Bidder to be adequate to cover the Contractor's overhead and profit for each separately identified item.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

All specified cash allowances are included in the price(s) set forth above and have been computed in accordance with Article 13 of the General Conditions.

Unit Prices have been computed in accordance with Article 13 of the General Conditions.

#### **ARTICLE 4 – BIDDER'S ACKNOWLEDGEMENTS**

Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of the Owner.

In the event the low bidder is more than 15% lower than the second low bidder, the bonding company for the low bidder shall supply a signed and notarized statement that they will provide the proper bonding for the project. This statement shall be supplied prior to award.

#### **ARTICLE 5 – BIDDER'S REPRESENTATIONS**

In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

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**Bid Form and Proposal**

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Addendum No.      Addendum Date

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

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Federal, State and Local Laws and Regulations that may affect cost, progress and performance of the Work.
- D. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- E. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- F. Bidder 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 Bidding Documents.
- G. 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 all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding and Contract Documents and any attached reports, and certifies the written resolution thereof by Engineer is acceptable to Bidder unless further clarification is requested.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work for which this Bid is submitted.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.
- K. Bidder will submit written evidence of its authority to do business in the state where the Project is located not later than the date of its execution of the Agreement.
- L. All notices, demands, requests, instructions, approvals, proposals, and claims must be in writing.

## **ARTICLE 6 – BIDDER’S CERTIFICATION**

Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 7.D:
  1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
  2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
  4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

## **ARTICLE 7 – ATTACHMENTS TO THIS BID**

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

- A. Required Bid security in the form of a Certified Check or Surety Company Bond in the amount of 10% in favor of the Municipality of Mt. Lebanon, as a proposal deposit which, it is understood, will be forfeited in case of failure to comply with the requirements and provisions of this proposal.
- B. List of Proposed Subcontractors
- C. List of Proposed Suppliers
- D. List of Project References
- E. Non Collusion Affidavit
- F. Public Works Employment Verification Form

## **ARTICLE 8 – DEFINED TERMS**

The terms used in this Bid with initial capital letters have meanings stated in the Instruction to Bidders, the General Conditions, and the Supplementary Conditions.

## ARTICLE 9 – BID SUBMITTAL

This Bid submitted by: \_\_\_\_\_

If Bidder is:

### An Individual

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
*(Individual's signature)*

Doing business as: \_\_\_\_\_

### A Partnership

Partnership Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
*(Signature of general partner)*

Name (typed or printed): \_\_\_\_\_

### A Corporation

Corporation Name: \_\_\_\_\_ (SEAL)

State of Incorporation: \_\_\_\_\_  
Type (General Business, Professional, Service, Limited Liability): \_\_\_\_\_

By: \_\_\_\_\_  
*(Signature)*

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_ (CORPORATE SEAL)

Attest \_\_\_\_\_

Date of Authorization to do business in \_\_\_\_\_ is \_\_\_\_/\_\_\_\_/\_\_\_\_.

Bidder's Business Address \_\_\_\_\_

\_\_\_\_\_ + \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

E-mail address: \_\_\_\_\_

Submittal Date: \_\_\_\_\_, 20\_\_\_\_.



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 penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver 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 and payment bonds required by the Bidding 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 and payment bonds required by the Bidding 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 agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by 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 any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due 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 the Bid due 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. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face 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 this Bond conflicts with 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 term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

## NON-COLLUSION AFFIDAVIT

Contract/Bid No. \_\_\_\_\_

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

County of \_\_\_\_\_ :

I state that I am \_\_\_\_\_  
(Title)  
of \_\_\_\_\_  
(Name of my firm)

and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

(1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.

(2) Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.

(3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.

(4) The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.

(5) \_\_\_\_\_, its affiliate's subsidiaries,  
(Name of my firm)

officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that \_\_\_\_\_ understands and acknowledges  
(Name of my firm)  
that the above representations are material important, and will be relied on by

\_\_\_\_\_ (Name of public entity)  
in awarding the contract(s) for which this bid is submitted. I understand and my firm  
understands that any misstatement in this affidavit is and shall be treated as fraudulent  
concealment from \_\_\_\_\_ of the true facts relating  
(Name of public entity)  
to the submission of bids for this contract.

\_\_\_\_\_ (Name)

\_\_\_\_\_ (Title)

SWORN TO AND SUBSCRIBED

BEFORE ME THIS \_\_\_\_\_ DAY

OF \_\_\_\_\_ 20 \_\_\_\_.

\_\_\_\_\_  
Notary Public My Commission Expires:

(Seal)



COMMONWEALTH OF PENNSYLVANIA  
PUBLIC WORKS EMPLOYMENT VERIFICATION FORM

Date \_\_\_\_\_

Business or Organization Name (Employer) \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Contractor  Subcontractor (check one)

Contracting Public Body \_\_\_\_\_

Contract/Project No \_\_\_\_\_

Project Description \_\_\_\_\_

Project Location \_\_\_\_\_

As a contractor/subcontractor for the above referenced public works contract, I hereby affirm that as of the above date, our company is in compliance with the Public Works Employment Verification Act ('the Act') through utilization of the federal E-Verify Program (EVP) operated by the United States Department of Homeland Security. To the best of my/our knowledge, all employees hired post January 1, 2013 are authorized to work in the United States.

It is also agreed to that all public works contractors/subcontractors will utilize the federal EVP to verify the employment eligibility of each new hire within five (5) business days of the employee start date throughout the duration of the public works contract. Documentation confirming the use of the federal EVP upon each new hire shall be maintained in the event of an investigation or audit.

I, \_\_\_\_\_, authorized representative of the company above, attest that the information contained in this verification form is true and correct and understand that the submission of false or misleading information in connection with the above verification shall be subject to sanctions provided by law.

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



# INSTRUCTIONS TO BIDDERS

## ARTICLE 1 – DEFINED TERMS

1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

- A. *Issuing Office* – The office from which the Bidding Documents are to be issued.
- B. *Successful Bidder* – The lowest, qualified, responsible bidder to whom the Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award.

## ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

- 2.01 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Notice to Bidders may be obtained from the Issuing Office. The deposit is non-refundable.
- 2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.
- 2.04 During the bidding period, Bidders may be furnished with Addenda for additions to or alterations of the plans or specifications which shall be included in the work covered by the Proposal and become part of the Contract Documents. Such Addenda shall be signed by the Bidder and submitted with the Bid.

## ARTICLE 3 – QUALIFICATIONS OF BIDDERS

- 3.01 To demonstrate Bidder's qualifications to perform the Work, after submitting its Bid and within five days of Owner's request, Bidder shall submit (a) written evidence establishing its qualifications such as financial data, previous experience, and present commitments, and (b) the following additional information:
  - A. Evidence of Bidder's authority to do business in the state where the Project is located.
  - B. Bidder's state or other contractor license number, if applicable.
  - C. Subcontractor and Supplier qualification information; coordinate with provisions of Article 12 of these Instructions, "Subcontractors, Suppliers, and Others."
- 3.02 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.
- 3.03 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.
- 3.04 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.
- 3.05 If the Owner requires pre-qualification for the Project, the Bidder shall include the pre-qualification documentation for himself/herself/theirelves and his/her/their subcontractors and suppliers in the Bid documents.

## **ARTICLE 4 – SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE**

### **4.01 *Site and Other Areas***

A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

### **4.02 *Existing Site Conditions***

#### **A. Subsurface and Physical Conditions; Hazardous Environmental Conditions**

1. The Supplementary Conditions identify:
  - a. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site.
  - b. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
  - c. reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
  - d. Technical Data contained in such reports and drawings.
2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.

B. Underground Facilities: Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site are set forth in the Contract Documents and are based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.

C. No claims for additional compensation will be allowed because of obstructions or conditions on the location of the work which may add to the difficulties or costs of construction, even though such obstructions or conditions are not shown on the Contract Plans. The bidder shall make his own investigation to determine all underground structures and utility lines.

D. Adequacy of Data: 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 Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 5.03, 5.04, and 5.05 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 5.06 of the General Conditions.

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#### **Instructions to Bidders**

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4.03 *Site Visit and Testing by Bidders*

- A. Bidder shall conduct the required Site visit during normal working hours, and shall not disturb any ongoing operations at the Site.
- B. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.
- C. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site.
- D. Bidder shall comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
- E. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

4.04 *Owner's Safety Program*

- A. Site visits and work at the Site may be governed by an Owner safety program. As the General Conditions indicate, if an Owner safety program exists, it will be noted in the Supplementary Conditions.

4.05 *Other Work at the Site*

- A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.
- 4.06 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 any specific means, methods, techniques, sequences, and procedures of construction 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 are 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.

## **ARTICLE 5 – BIDDER'S REPRESENTATIONS**

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

- A. examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding Documents;
- B. visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;

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**Instructions to Bidders**

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- C. become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work;
- D. carefully study all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings;
- E. consider the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs;
- F. agree, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;
- G. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
- H. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder;
- I. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and
- J. agree that the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

## **ARTICLE 6 – PRE-BID CONFERENCE**

6.01 A pre-Bid conference may be held in accordance with the requirements of the Bidding Documents and the Notice to Bidders. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference. 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.

## **ARTICLE 7 – INTERPRETATIONS AND ADDENDA**

7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all parties recorded as having received the Bidding Documents. Questions received less than seven days prior to the date for opening of Bids may not

be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

7.02 Addenda may be issued to clarify, correct, supplement, or change the Bidding Documents.

## **ARTICLE 8 – BID SECURITY**

8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of 10 percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a certified check, bank money order, or a Bid bond (on the form included in the Bidding Documents) issued by a surety meeting the requirements of Paragraphs 6.01 and 6.02 of the General Conditions.

8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults.

8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.

8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within seven days after the Bid opening.

## **ARTICLE 9 – CONTRACT TIMES**

9.01 The number of days within which, or the dates by which, the Work is to be substantially completed and ready for final payment are set forth in the Bid Form and in the Agreement.

## **ARTICLE 10 – LIQUIDATED DAMAGES**

10.01 Provisions for liquidated damages, if any, for failure to timely attain Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Project Specifications and Agreement.

## **ARTICLE 11 – SUBSTITUTE AND “OR-EQUAL” ITEMS**

11.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, and those “or-equal” or substitute or materials and equipment subsequently approved by Engineer prior to the submittal of Bids and identified by Addendum. No item of material or equipment will be considered by Engineer as an “or-equal” or substitute unless written request for approval has been submitted by Bidder and has been received by Engineer at least 15 days prior to the date for receipt of Bids. Each such request shall comply with the requirements of Paragraphs 7.04 and 7.05 of the General Conditions. The burden of proof of the merit of the proposed item is upon Bidder. Engineer's decision of approval or disapproval of a proposed item will be final. If Engineer approves any such proposed item, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner.

11.02 All prices that Bidder sets forth in its Bid shall be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as

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### **Instructions to Bidders**

supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder’s sole risk.

## **ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS**

- 12.01 Subsequent to the submittal of the Bid, Owner may not require the Successful Bidder or Contractor to retain any Subcontractor, Supplier, or other individual or entity against which Contractor has reasonable objection.
- 12.02 The apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of the Subcontractors or Suppliers proposed for the Work. If requested by Owner, such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, or other individual or entity. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder shall submit a substitute, Bidder’s Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.
- 12.03 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, or other individuals or entities. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.06 of the General Conditions.

## **ARTICLE 13 – PREPARATION OF BID**

- 13.01 The Bid Form is included with the Bidding Documents.
  - A. All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
  - B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words “No Bid” or “Not Applicable.”
- 13.02 A Bid by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature). The corporate address and state of incorporation shall be shown. The corporate seal shall be affixed and attested by the corporate secretary or an assistant corporate secretary.
- 13.03 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature). The official address of the partnership shall be shown below the signature
- 13.04 A Bid by a limited liability company shall be executed in the name of the firm by a member or other authorized person. The state of formation of the firm and the official address of the firm shall be shown.
- 13.05 A Bid by an individual shall show the Bidder’s name and official address.

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- 13.06 A Bid by a joint venture shall be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.
- 13.07 All names shall be printed in ink below the signatures.
- 13.08 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 13.09 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
- 13.10 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

## **ARTICLE 14 – BASIS OF BID**

- 14.01 *Unit Price and Lump Sum*
  - A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form. The Proposal may be a combination of unit price and lump sum items.
  - B. The “Bid Price” (sometimes referred to as the extended price) for each unit price Bid item will be the product of the “Estimated Quantity” (which Owner or its representative has set forth in the Bid Form) for the item and the corresponding “Bid Unit Price” offered by the Bidder. The total of all unit price Bid items will be the sum of these “Bid Prices”; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.
  - C. Discrepancies between 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.
  - D. The Bid price shall include such amounts as the Bidder deems proper for overhead and profit on account of cash allowances, if any, named in the Contract Documents as provided in Paragraph 13.02 of the General Conditions.

## **ARTICLE 15 – SUBMITTAL OF BID**

- 15.01 A Bid shall be received no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation “BID ENCLOSED.”
- 15.02 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

## **ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID**

- 16.01 A Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.

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### **Instructions to Bidders**

- 16.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 16.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 16.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.
- 16.04 To withdraw a Proposal, the Bidder or his agent must personally appear at the office of the Owner with a written request to withdraw his Proposal. At the time set for opening of bids the withdrawn Proposal will be returned unopened to the Bidder. Apparent low Bidders who can prove that clerical or mathematical errors caused their bid to be lower than intended can withdraw their Proposal within two business days from the time of bid opening, in accordance with PA Act #4 - 1974, without losing their Bid Security; however, any such bidder withdrawing his Proposal will not be permitted to rebid on the project, and may also be subject to paying the costs of resubmitting the project to bidding, in accordance with Pennsylvania legislation. Proposals may be withdrawn after the bid opening if award has not been made within sixty days, or as otherwise indicated in the Advertisement for Bids.

## **ARTICLE 17 – OPENING OF BIDS**

- 17.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.
- 17.02 If the bids are opened privately, an abstract of the same information will be made available to Bidders at the discretion of the Owner.

## **ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE**

- 18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

## **ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT**

- 19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the Owner will reject the Bid as nonresponsive; provided that Owner also reserves the right to waive all minor informalities not involving price, time, or changes in the Work. Owner may also 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.
- 19.02 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.
- 19.03 If Owner awards the contract for the Work, such award shall be to the responsible Bidder submitting the lowest responsive Bid.
- 19.04 Evaluation of Bids

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### **Instructions to Bidders**

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- A. In evaluating Bids, Owner will consider 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.
- B. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.

19.05 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.

19.06 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

19.07 On a Lump Sum Proposal or a partial Lump Sum Proposal, if the bidding schedule includes a supplementary schedule of unit prices for fixing cost basis for changes, the Owner reserves the right to reject any or all such supplemental unit prices which it deems to be excessive or unreasonable.

19.08 Where Bids are received on the basis of a Lump Sum Value, the low Bidder shall submit an itemized schedule of values as the basis of payment for monthly payments from the Owner. Said schedule shall be submitted to the Owner for review and approval before award of the Contract. Copies of the schedule shall become part of the Contract Document.

19.09 The effective amount of each proposal (other than Lump Sum Bids) will be determined on the basis of the approximate quantities given on the Proposal Form. By setting up approximate quantities on the Proposal Form, there is no agreement, expressed or implied, that the actual amount of work or materials to be required under the Contract will correspond with such quantities, but the right is reserved at any time after the award of a Contract to increase or decrease any or all of the items, or to eliminate entirely any item or items, or part or parts of the Contract project. Award of a Contract will be made to the lowest responsible bidder, basing lowness of the bid on the summation of the extensions of the unit bid prices for the approximate quantities given.

## **ARTICLE 20 – BONDS AND INSURANCE**

20.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the Agreement (executed by Successful Bidder) to Owner, it shall be accompanied by required bonds and insurance documentation.

## **ARTICLE 21 – SIGNING OF AGREEMENT**

21.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder shall execute and deliver the required number of counterparts of the Agreement (and any bonds and insurance documentation required to be delivered by the Contract Documents) to Owner. Within ten days thereafter, Owner shall deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

21.02 In case the bidder shall fail to do so, he will be deemed to have abandoned the Contract and the Owner may thereupon re-advertise or otherwise award said Contract and recover the losses sustained by such abandonment out of the Bidder's Surety or Certified Check.

## **ARTICLE 22 – WRITTEN NOTICE TO PROCEED**

22.01 Should the Contractor fail to commence work within the time specified in the Contract, the Engineer may give written notice to the Contractor to begin work within ten days. Should the Contractor fail to commence within the ten days, the Contractor shall be considered in default and the Owner may proceed with the remedy prescribed in Article 16 of the General Conditions of the Contract.

## **ARTICLE 23 – MINIMUM WAGE RATES (WHERE APPLICABLE)**

23.01 The minimum wage rates for each craft or classification on all workmen needed to perform this contract during the anticipated term hereof may be governed by the "Pennsylvania Prevailing Wage Act" (43 P.S. 165\_1 to 165\_17) or Davis-Bacon Wage Rates. The Contractor's attention is directed to these statutes so that the applicable provisions of the Act shall be strictly adhered to in the performance of this Contract. Failure to adhere to the applicable provisions of the Act shall be sufficient grounds for the Owner to declare this Contract in default or to terminate this Contract. The minimum wage rates applicable to this Contract, as established and to the extent available are attached hereto.

## **ARTICLE 24 – MAINTENANCE BOND**

24.01 Upon completion of the Contract and prior to the final payment a Maintenance Bond shall be furnished by the Contractor to the Owner as a guarantee against defective workmanship and materials.

24.02 The Maintenance Bond shall be in an amount equal to 50% of the Final Contract Value for a period of two (2) years, unless otherwise specified in the Project Specifications.

## **ARTICLE 25 – PENNSYLVANIA HUMAN RELATIONS ACT – NON-DISCRIMINATION CLAUSE**

25.01 Contractor shall not discriminate against any employee, applicant for employment, independent contractor or any other person because of race, color, religious creed, ancestry, national origin, age or sex.

Contractor shall take affirmative action to ensure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age or sex. Such affirmative action shall include, but is not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training.

Contractor shall post in conspicuous places, available to employees, agents, applicants for employment and other persons, a notice setting forth the provisions of this nondiscrimination clause.

25.02 Contractor shall in advertisements or requests for employment placed by it or on its behalf; state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, ancestry, national origin, age or sex.

25.03 Contractor shall send each labor union or workers' representative with which it has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or workers' representative of its commitment to this nondiscrimination clause. Similar notice shall be sent to every other source of recruitment regularly utilized by Contractor.

25.04 It shall be no defense to a finding of noncompliance with the Contract Compliance Regulations issued by the Pennsylvania Human Relations Commission or this non-discrimination clause that

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Contractor had delegated some of its employment practices to any union, training program or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the Contractor was not on notice of the third party discrimination or made a good faith effort to correct it; such factor shall be considered in mitigation in determining appropriate sanctions.

- 25.05 Where the practices of a union, or of any training program or other source of recruitment, will result in the exclusion of minority group persons, so that Contractor will be unable to meet its obligations under the Contract Compliance Regulations issued by the Pennsylvania Human Relations Commission, or this nondiscrimination clause, Contractor shall then employ and fill vacancies through other nondiscriminatory employment procedures.
- 25.06 Contractor shall comply with the contract compliance Regulations of the Pennsylvania Human Relations Commission (16 Pa. Code Chapter 49) and with all laws prohibiting discrimination in hiring or employment opportunities. In the event of Contractor's noncompliance with the nondiscrimination clause of this contract or with any such laws, this contract may, after hearing and adjudication, be terminated or suspended, in whole or in part, and Contractor may be declared temporarily ineligible for further Commonwealth contracts, and such other sanctions may be imposed and remedies invoked as provided by the Contract Compliance Regulations.
- 25.07 Contractor shall furnish all necessary employment documents and records to, and permit access to its books, records and accounts by the Owner or government agency and the Human Relations Commission, for purposes of investigation to ascertain compliance with the provisions of the Contract Compliance Regulations, pursuant to Section 49.35 of these Regulations. If Contractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the contracting agency or the Commission.
- 25.08 Contractor shall actively recruit minority subcontractors or subcontractors with substantial minority representation among their employees.
- 25.09 Contractor shall include the provisions of this nondiscrimination clause in every subcontract, so that such provisions will be binding upon each subcontractor.
- 25.10 The terms used in this non-discriminating clause shall have the same meaning as in the Contract Compliance Regulations issued by the Pennsylvania Human Relations Commission, 16 Pa. Code Chapter 49.
- 25.11 Contractor obligations under this clause are limited to the Contractor's facilities within Pennsylvania, or, where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

## **ARTICLE 26 – BONDS AND INSURANCE**

The successful bidder shall comply with all of the provisions of Article 6 of the General Conditions relating to the Contractor and any other insurance requirements specified in the Project Specifications. In addition, unless otherwise provided as a special condition, it shall be the successful bidder's, not the owner's, responsibility to purchase the property insurance required by and to comply with all of the provisions of Article 6.05 of the General Conditions. With regard to the amounts of insurance which the successful bidder will be required to give evidence of provided in accordance with Article 6 of the General Conditions of the Contract, the following minimums apply:

- 26.01 Worker's Compensation and Employers Liability (Including any applicable Voluntary Compensation, U.S Longshoremen's and Harbor Worker's Act compliance & All States Coverage)
  - Statutory Requirements
  - Employer's Liability Coverage
    - \$1,000,000      Each Accident
    - \$1,000,000      Disease - Policy Limit

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### **Instructions to Bidders**

\$1,000,000      Disease - Each Employee

26.02 Commercial General Liability (Including coverage for explosion, collapse and underground damage, Blanket Contractual Liability, Owners & Contractors Protective Liability and Personal Injury Liability)

\$2,000,000	General Aggregate
\$2,000,000	Products - Comp/Ops Aggregate
\$1,000,000	Personal & Advertising Injury
\$1,000,000	Each Occurrence
\$ 100,000	Fire Damage (Any One Fire)
\$ 5,000	Med Pay (Any One Person)

26.03 Business Auto Liability (Including Owned, Hired and Non-Owned Automobiles)

\$1,000,000	Combined Single Limit
	Or
\$1,000,000	Bodily Injury per Person
\$1,000,000	Bodily Injury per Accident
\$1,000,000	Property Damage

26.04 Commercial Umbrella Liability Coverage

\$1,000,000	Each Occurrence
\$1,000,000	Aggregate Amount

26.05 *Indemnification* The Contractor shall indemnify and save harmless the Owner and the Engineer against all liability for all claims, 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) for injury or damages arising out of an occurrence to persons, including wrongful death, and to property, which may arise from operations under this Contract, whether such operations be by himself or any subcontractor or anyone directly or indirectly employed by either of them, including sole negligence of the Owner, his employees, or agents, during the period from the date of commencement of the work until the completion of the contract. The Owner and Engineer shall be listed as 'Additional Insureds' on the Certificate of Insurance provided by the Contractor.

26.06 *Subrogation Clause* All policies must include the following Waiver of Subrogation Clause: "The issuer waives any right of Subrogation against the Owner, its departments, its officers, agents and employees, for any claim which might arise by reason of any payment under the policies obtained by the Contractor."

26.07 *Notice of Policy Changes* All policies must provide for 30 days written notice to the Owner by endorsement to the policies and shown on the Certificate of Insurance prior to any cancellation or modification of the policies.

26.08 *Certificates of Insurance.* The Contractor shall provide certificates of insurance in compliance with Articles 26.01 through 26.07 of these instructions evidencing at a minimum the following:

- (1) Name and Address of the producer (insurance agent or broker).
- (2) Name and Address of insured (contractor).
- (3) Name and Address of carrier (insurance company).
- (4) Name and Address of Certificate Owner.
- (5) Effective dates and expiration dates of each insurance coverage..
- (6) Limits of coverage and policy numbers

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[REDACTED], 20[REDACTED]

[REDACTED] OF [REDACTED]  
County, PA

REQUEST FOR PROPOSALS TO BE RECEIVED ON [REDACTED], 20[REDACTED]

FOR: [REDACTED]

## ADDENDUM NO. [REDACTED]

All Contractors who may be Bidding on the work under this Contract shall read and observe this Addendum and any future Addenda.

Every Bidder shall note that while certain requirements in this Addendum may be specifically noted as applying to a particular page and section in the Specifications or to a Plan Number, such changes shall apply also to any other Page or Plan where such change is relevant.

All Contractors who are Bidding on this work shall take cognizance of the revisions, changes, additions and deletions shown in this and future Addenda and shall provide for the same in their Bid. The Addenda shall be attached to the INSIDE FRONT COVER OF THE BOOK OF SPECIFICATIONS when submitting their Bid. Receipt of this Addendum must also be indicated on the Proposal Form.

1.

2.

### ACKNOWLEDGMENT

The Bidder hereby acknowledges receipt of the foregoing ADDENDUM NUMBER \_\_\_\_\_

\_\_\_\_\_  
(Name of Bidder) \_\_\_\_\_  
(Signature) \_\_\_\_\_

\_\_\_\_\_  
(Date) \_\_\_\_\_  
(Title of Officer) \_\_\_\_\_

---

**Addendum**

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**00490 - 2**

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# NOTICE OF AWARD

Date

C-

Contractor

Address 1

Address 2

City, State, Zip

## CONTRACT FOR:

Project description from Ad

You are notified that Owner has accepted your Bid dated Bid Date for the above Contract, and that you are the Successful Bidder and are awarded the Contract.

The Contract Price of your Contract is Dollar amount in Words Dollars (\$ Dollar amount in numbers ). (on the basis of the Unit Prices Bid)

4 copies of each of the proposed Contract Documents (except Drawings) accompany this Notice of Award. 4 sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within [15] days of the date you receive this Notice of Award.

1. Deliver to the Engineer 4 fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security [Bonds] as specified in the Instructions to Bidders, Articles 20 and 26 and General Conditions, Articles 2 and 6.
4. You must deliver with the executed Agreement fully executed Certificates of Insurance as specified in the Instructions to Bidders, Articles 20 and 26 and General Conditions, Articles 2 and 6.
3. Other conditions precedent:

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

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

By: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

cc: Owner



**AGREEMENT**  
**BETWEEN OWNER AND CONTRACTOR FOR**  
**CONSTRUCTION CONTRACT**

**THIS AGREEMENT** is by and between:

(Owner) and

(Contractor).

Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

This Agreement will be effective on \_\_\_\_\_, 20\_\_\_\_ (which is the Effective Date of the Agreement).

**ARTICLE 1 – WORK**

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

**ARTICLE 2 – THE PROJECT**

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

**ARTICLE 3 – ENGINEER**

3.01 The Project has been designed by The Gateway Engineers, Inc., 100 McMorris Drive, Pittsburgh, PA 15205.

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**Agreement**

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**00520-1**

3.02 The Owner has retained The Gateway Engineers, Inc. ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

## **ARTICLE 4 – CONTRACT TIMES**

**4.01 *Time of the Essence***

A. All time limits for Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

**4.02 *Contract Times: Dates***

A. The Work will be substantially completed on or before [REDACTED], and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before [REDACTED].

**4.03 *Liquidated Damages***

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not 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):

1. Substantial Completion: Contractor shall pay Owner \$[REDACTED] for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$[REDACTED] for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

## **ARTICLE 5 – CONTRACT PRICE**

A. Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the prices stated in Contractor's Bid, attached hereto as an exhibit (beginning on Page 000110).

## **ARTICLE 6 – PAYMENT PROCEDURES**

### **6.01 *Submittal and Processing of Payments***

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

### **6.02 *Progress Payments; Retainage***

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the [redacted] day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
  - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
    - a. 90% of the Work completed, and 90% of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made.
    - b. 95% of all work completed and materials incorporated in the Work after 50% of the Contract Value is completed.

- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 98 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 100 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

### **6.03 *Final Payment***

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

## **ARTICLE 7 – INTEREST**

- 7.01 All moneys not paid when due as provided in Article 15 of the General Conditions shall bear interest at the maximum rate allowed by law at the place of the Project.

## ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

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

- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Project Specifications, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Project Specifications, especially with respect to Technical Data in such reports and drawings.
- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. 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.
- H. 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.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

## ARTICLE 9 – CONTRACT DOCUMENTS

### 9.01 *Contents*

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

1. This Agreement (pages 000520-1 to \_\_\_\_\_, inclusive).
2. Performance bond (pages 000610-1 to 000610-4, inclusive).
3. Payment bond (pages 000615-1 to 000615-4, inclusive).
4. Certificate of Insurance (pages 000605-1 to 000605-2, inclusive)
5. General Conditions (pages 000700-1 to 000700-64, inclusive).
6. Supplementary Conditions (pages 000800-1 to 000800-6, inclusive).
7. Specifications as listed in the table of contents of the Project Manual.
8. Drawings, consisting of plans prepared by The Gateway Engineers, Inc. bearing Drawing No. \_\_\_\_\_, sheets 1 to \_\_\_\_\_ inclusive titled \_\_\_\_\_
9. Addenda (numbers \_\_\_\_\_ to \_\_\_\_\_, inclusive).
10. Exhibits to this Agreement (enumerated as follows):
  - a. Contractor's Bid (pages 000110-1 to \_\_\_\_\_, inclusive).
  - b. Documentation submitted by Contractor prior to Notice of Award (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive).
  - c. Notice of Award (page 000510).
  - d. Prevailing Wage Pre-Determination, (Section 000830), if applicable.
  - e. Notice to Bidders (page 000100).
  - f. Instructions to Bidders (pages 000200-1 to 00200-10, inclusive).
11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
  - a. Notice to Proceed (pages 000550-1 to \_\_\_\_\_, inclusive).
  - b. Work Change Directives.
  - c. Change Order(s).

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

## ARTICLE 10 – MISCELLANEOUS

### 10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

### 10.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is 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.

### 10.03 *Successors and Assigns*

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

### 10.04 *Severability*

- A. 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.

### 10.05 *Contractor's Employees*

The CONTRACTOR hereby agrees:

- A. That in the hiring of employees for the performance of work under this Contract, or any subcontract hereunder, neither the CONTRACTOR nor any subcontractor, nor any person acting on their behalf of any subcontractor, shall, by reason of race, creed or color discriminate against any citizen of the Commonwealth of Pennsylvania who is qualified and available to perform the work to which the employment relates.
- B. That neither the CONTRACTOR, nor any subcontractor, nor any person acting on their behalf, shall in any manner discriminate against or intimidate any employee hired for the performance of the work under this Contract on account of race, creed, color, sex, national origin, ancestry or age.
- C. That there may be deducted from the amount payable to the CONTRACTOR under this Contract a penalty of five dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated, in violation of the provisions of this portion of this Contract or the Pennsylvania Human Relations Act.

### 10.06 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.06:

1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

#### 10.07 *Bonds*

The CONTRACTOR has included herewith Surety Bonds each by a Surety Company authorized to do business in Pennsylvania and each in the amount of one hundred (100%) percent of the Contract Price, said Bonds to be executed on the forms provided as follows:

- A. A Bond guaranteeing the work to be done.
- B. A Bond conditioned for the prompt payment of all materials furnished and labor supplied or performed in the prosecution of the work, whether or not said material or labor enter into and become component parts of the work improvement herein contemplated.

#### 10.08 *Contractor's Certifications*

Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.07:

- A. “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
- B. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
- C. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial non-competitive levels; and
- D. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. One counterpart each has been delivered to Owner, Engineer and Contractor.

OWNER:

---

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

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

CONTRACTOR:

---

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

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

Attest: \_\_\_\_\_

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

Address for giving notices:

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Attest: \_\_\_\_\_

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

Address for giving notices:

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License No.:

\_\_\_\_\_

*(where applicable)*

Phone No. \_\_\_\_\_

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Fax No. \_\_\_\_\_

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Agreement

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00520-8

## NOTICE TO PROCEED

Date  
C-

Contractor  
Address 1  
Address 2  
City, State, Zip

CONTRACT FOR:  
Project description from Ad

You are notified that the Contract Times under the above contract will commence to run on \_\_\_\_\_. On or before that date, you are to start performing your obligations under the Contract Documents. In accordance with the Agreement, the date of Substantial Completion is \_\_\_\_\_, and the date of readiness for final payment is \_\_\_\_\_.

Before you may start any Work at the Site, the General Conditions provides that you must deliver to the Owner (with copies to Engineer and other identified additional insureds) certificates of insurance which is required to be purchased and maintain in accordance with the Contract Documents.

Also, before you may start any Work at the Site, you must: [add other requirements]

By: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

cc: Owner



# ACORD <sup>TM</sup> CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
		INSURERS AFFORDING COVERAGE	NAIC #
INSURED		INSURER A:	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

## COVERS

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY				EACH OCCURRENCE \$
	COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				MED EXP (Any one person) \$
					PERSONAL & ADV INJURY \$
					GENERAL AGGREGATE \$
					PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO				BODILY INJURY (Per person) \$
	ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	HIRED AUTOS				
	NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
					\$
					\$
					\$
					\$
					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS OTH-ER \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$
OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

## CERTIFICATE HOLDER

## CANCELLATION

	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE



# PERFORMANCE BOND

CONTRACTOR (*name and address*):

SURETY (*name and address of principal place of business*):

OWNER (*name and address*):

## CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description (*name and location*):

## BOND

Bond Number:

Date (*not earlier than the Effective Date of the Agreement of the Construction Contract*):

Amount:

Modifications to this Bond Form:  None  See Paragraph 16

---

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

## CONTRACTOR AS PRINCIPAL

*(seal)*

Contractor's Name and Corporate Seal

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

Print Name

Title

Attest: \_\_\_\_\_  
Signature

Title

## SURETY

*(seal)*

Surety's Name and Corporate Seal

By: \_\_\_\_\_  
Signature (*attach power of attorney*)

Print Name

Title

Attest: \_\_\_\_\_  
Signature

Title

*Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.*

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven 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 5.4, and the Owner refuses the payment 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.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 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 Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, 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, successors, and assigns.

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

11. 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 a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations 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 page on which their signature appears.

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. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

#### 14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for 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 Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:



# PAYMENT BOND

CONTRACTOR (*name and address*):

SURETY (*name and address of principal place of business*):

OWNER (*name and address*):

## CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description (*name and location*):

## BOND

Bond Number:

Date (*not earlier than the Effective Date of the Agreement of the Construction Contract*):

Amount:

Modifications to this Bond Form:  None  See Paragraph 18

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Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

## CONTRACTOR AS PRINCIPAL

## SURETY

---

Contractor's Name and Corporate Seal

---

Surety's Name and Corporate Seal

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

By: \_\_\_\_\_  
Signature (*attach power of attorney*)

---

Print Name

---

Print Name

---

Title

---

Title

Attest: \_\_\_\_\_  
Signature

Attest: \_\_\_\_\_  
Signature

---

Title

---

Title

*Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.*

1. The Contractor and 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 Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
  - 5.1 Claimants who do not have a direct contract with the Contractor,
    - 5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
    - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
  - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.

7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
  - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
  - 7.2 Pay or arrange for payment of any undisputed amounts.
  - 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction 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 Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, 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 Construction Contract, 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.

13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
14. 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. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

## 16. Definitions

16.1 **Claim:** A written statement by the Claimant including at a minimum:

1. The name of the Claimant;
2. The name of the person for whom the labor was done, or materials or equipment furnished;
3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
4. A brief description of the labor, materials, or equipment furnished;
5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
7. The total amount of previous payments received by the Claimant; and
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2 **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 Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the

water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, 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.

- 16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 16.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. Modifications to this Bond are as follows:



## CONTRACTORS APPLICATION FOR PAYMENT

TO OWNER:	PROJECT:	APPLICATION NO.:
FROM CONTRACTOR:	VIA ENGINEER:	APPLICATION PERIOD:
	The Gateway Engineers, Inc. 100 McMorris Drive Pittsburgh, PA 15205	APPLICATION DATE:
		PROJECT NUMBERS: Engineer's: C- Contractor's: Owner's:
<b>CONTRACTOR'S APPLICATION FOR PAYMENT</b>		
See the attached continuation sheet(s)		
1. ORIGINAL CONTRACT PRICE		
2. Net change by Change Orders		
3. CURRENT CONTRACT PRICE (Line 1 ± 2)		
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate)		
5. RETAINAGE:		
a.	10 % of Work Completed (\$ 0)=	\$ 0.00
b.	10 % of Materials Stored (\$ 0)=	\$ 0.00
c.	Total Retainage (Line 5a + Line 5b)	\$ 0.00
6.	AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)	\$ 0.00
7.	LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	\$ 0.00
8.	AMOUNT DUE THIS APPLICATION	\$ 0.00
9.	BALANCE TO FINISH CONTRACT (Line 3 - Line 4)	\$ 0.00
<b>AMOUNT CERTIFIED</b>		
\$ 0.00 (Line 8 or other – attach explanation of other amount)		
By: _____ Date: _____		
ENGINEER:		
By: _____ Date: _____		
<b>CHANGE ORDER SUMMARY</b>		
Number	Additions	Deductions
Prior approved		
Totals		
Net Changes		

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

## Progress Estimate

# Contractor's Application

For (contract):

### Application Period:

Application Number:

Application Date:

# GENERAL CONDITIONS

## ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

### 1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. 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, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
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. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
5. *Bidder*—An individual or entity that submits a Bid to Owner.
6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
8. *Change Order*—A document 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, or other revision to the Contract, issued on or after the Effective Date of the Contract.
9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
10. *Claim*—(a) A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract; or (b) a demand or assertion by Contractor directly to Owner, duly submitted in compliance

with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal; or seeking resolution of a contractual issue that Engineer has declined to address. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
12. *Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents. .
15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
17. *Cost of the Work*—See Paragraph 13.01 for definition.
18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
20. *Engineer*—The individual or entity named as such in the Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
22. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.
23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
24. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.

25. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.
26. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
27. *Notice to Proceed*—A written notice 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.
28. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
29. *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.
30. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
31. *Project Manual*—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.
32. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative.
33. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
34. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals and the performance of related construction activities.
35. *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.
36. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
37. *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, and such other lands furnished by Owner which are designated for the use of Contractor.

38. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
39. *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.
40. *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.
41. *Successful Bidder*—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.
42. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
43. *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 a Subcontractor.
44. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.
45. *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 but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
46. *Unit Price Work*—Work to be paid for on the basis of unit prices.
47. *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; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
48. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 *Terminology*

- A. The words and terms discussed in the following paragraphs 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 Article 10 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 15.03 or 15.04).
- 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. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

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. *Bonds*: 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 Contractor's Insurance*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.
- C. *Evidence of Owner's Insurance*: After receipt of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or otherwise), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

### **2.02 *Copies of Documents***

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

### **2.03 *Before Starting Construction***

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), 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;
  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.

### **2.04 *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 2.03.A, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, 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 and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

**2.05 *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 2.03.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 the component parts of the Work.

**2.06 *Electronic Transmittals***

A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure Project website.

B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor shall jointly develop such protocols.

C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

**ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE**

**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.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

### 3.02 *Reference Standards*

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

- 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, 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, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract 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, reference standard, 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 part of the Contract Documents prepared by or for Engineer. 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 part of the Contract Documents prepared by or for Engineer.

### 3.03 *Reporting and Resolving Discrepancies*

#### A. *Reporting Discrepancies:*

- 1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.
- 2. *Contractor's Review of Contract Documents:* If, before or 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) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) 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 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

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 part of the Contract Documents prepared by or for Engineer shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
  - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); 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 *Requirements of the Contract Documents***

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

**3.05 *Reuse of Documents***

- A. Contractor and its Subcontractors and Suppliers 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 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; or

- 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- 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.

## **ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK**

### **4.01 *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 Contract 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 Contract. 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 Contract, whichever date is earlier.

### **4.02 *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 such date.

### **4.03 *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.

### **4.04 *Progress Schedule***

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 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 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
  - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.
- B. 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, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

### **4.05 *Delays in Contractor's Progress***

- A. If Owner, Engineer, 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 Times and Contract Price. 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.

- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. 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. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
  - 1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
  - 2. abnormal weather conditions;
  - 3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and
  - 4. acts of war or terrorism.
- D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.
- E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.
- F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.
- G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

## **ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS**

### **5.01 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.
- 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 permanent improvements are to be made 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.

5.02 *Use of Site and Other Areas*

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

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, 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 any such claim, and against all 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 directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent 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 and adjacent areas 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 of 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 structures or land to stresses or pressures that will endanger them.

## 5.03 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 adjacent to the Site;
2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and
3. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on 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.

## 5.04 Differing Subsurface or Physical Conditions

A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site 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 5.03 is materially inaccurate; or
2. is of such a nature as to require a change in the Drawings or Specifications; 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 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site

condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

D. *Possible Price and Times Adjustments:*

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, 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 fall within any one or more of the categories described in Paragraph 5.04.A;
  - 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 Paragraph 13.03; and,
  - c. 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.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
  - a. Contractor knew of the existence of such condition at the time Contractor made a 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 otherwise; or
  - b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
  - c. Contractor failed to give the written notice as required by Paragraph 5.04.A.
3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

## 5.05 *Underground Facilities*

A. *Contractor's Responsibilities:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent 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 do not warrant or guarantee 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 information and data regarding existing Underground Facilities at the Site;
  - b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;
  - c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
  - d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.

B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.

C. *Engineer's Review:* Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings, conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.

E. *Possible Price and Times Adjustments:*

1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with

reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;
- 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 Paragraph 13.03;
- c. 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; and
- d. Contractor gave the notice required in Paragraph 5.05.B.

2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

#### 5.06 *Hazardous Environmental Conditions at Site*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
  1. those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
  2. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on 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.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such

removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.

- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) 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 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.
- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. 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, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.
- H. 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, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- I. 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 (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph

5.06.H shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

- J. 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 failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

## **ARTICLE 6 – BONDS AND INSURANCE**

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

- A. Contractor shall furnish a performance bond and a payment bond, 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. 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 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.
- B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond 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 the accompanying bond.
- C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.
- D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then 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 bond and surety requirements above.
- E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.

F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

6.02 *Insurance—General Provisions*

A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.

B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.

C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

E. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.

F. If either party does not purchase or maintain all of the insurance required of such party by the Contract, 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.

G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.

H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.

I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.

J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

6.03 *Contractor's Insurance*

A. *Workers' Compensation*: Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.
2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).
3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).
4. Foreign voluntary worker compensation (if applicable).

B. *Commercial General Liability—Claims Covered*: Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:

1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.
2. claims for damages insured by reasonably available personal injury liability coverage.
3. 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.

C. *Commercial General Liability—Form and Content*: Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:

1. Products and completed operations coverage:
  - a. Such insurance shall be maintained for three years after final payment.
  - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
3. Broad form property damage coverage.
4. Severability of interest.
5. Underground, explosion, and collapse coverage.
6. Personal injury coverage.
7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.

8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
- D. *Automobile liability:* Contractor shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- E. *Umbrella or excess liability:* Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.
- F. *Contractor's pollution liability insurance:* Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.
- G. *Additional insureds:* The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; 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 (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.
- H. *Contractor's professional liability insurance:* If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.

- I. *General provisions:* The policies of insurance required by this Paragraph 6.03 shall:
  1. include at least the specific coverages provided in this Article.
  2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.
  3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.
  4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or

replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.

5. be appropriate for the Work being performed and provide protection from claims that 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.
- J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

#### 6.04 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 6.03, 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.
- B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

#### 6.05 *Property Insurance*

- A. *Builder's Risk:* Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable 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 Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."
  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; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; 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. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.
  3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication,

construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.

4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).
5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).
6. extend to cover damage or loss to insured property while in transit.
7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
8. allow for the waiver of the insurer's subrogation rights, as set forth below.
9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.
10. not include a co-insurance clause.
11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.
12. include performance/hot testing and start-up.
13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.

B. *Notice of Cancellation or Change:* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.

C. *Deductibles:* The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.

D. *Partial Occupancy or Use by Owner:* If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.

E. *Additional Insurance:* If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.

F. *Insurance of Other Property:* If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

6.06 *Waiver of Rights*

A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, 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 insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the 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 Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, 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 or Contractor as trustee or fiduciary, 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 occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.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, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.

D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, 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 builder's risk insurance and any other property insurance applicable to the Work.

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

- A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.05 shall distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.

### **ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES**

#### 7.01 *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.
- 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.

#### 7.02 *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, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

#### 7.03 *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, whether or not such items are specifically called for in the Contract Documents.

- B. All materials and equipment incorporated into the Work 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.

7.04 *“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 Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item 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 is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.
  - 1. If Engineer in its sole discretion determines that 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, Engineer shall deem it an “or equal” item. For the purposes of this paragraph, 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;
      - 3) it has a proven record of performance and availability of responsive service; and
      - 4) it is not objectionable to Owner.
    - 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.
- B. *Contractor’s Expense:* Contractor shall provide all data in support of any proposed “or equal” item at Contractor’s expense.
- C. *Engineer’s Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each “or-equal” request. Engineer may require Contractor to furnish additional data about the proposed “or-equal” item. Engineer will be the sole judge of acceptability. No “or-equal” item will be ordered, furnished, installed, or utilized until Engineer’s review is complete and Engineer determines that the proposed item is an “or-equal”, which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

- D. *Effect of Engineer's Determination:* Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.
- E. *Treatment as a Substitution Request:* If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the proposed item as a substitute pursuant to Paragraph 7.05.

#### 7.05 Substitutes

- A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.
  - 1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.
  - 2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
  - 3. 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:
    - a. shall certify that the proposed substitute item will:
      - 1) perform adequately the functions and achieve the results called for by the general design,
      - 2) be similar in substance to that specified, and
      - 3) be suited to the same use as that specified.
    - b. will state:
      - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,
      - 2) 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
      - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
    - c. will identify:
      - 1) all variations of the proposed substitute item from that specified, and
      - 2) available engineering, sales, maintenance, repair, and replacement services.

- d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. 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.
- E. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination:* If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.

#### 7.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.
- B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.
- E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require

Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.

- F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. 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 the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. 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.
- J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.
- K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.
- L. 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.
- M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.
- N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.
- O. 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 money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

#### 7.07 *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.

#### 7.08 *Permits*

- A. Unless otherwise provided in the Contract Documents, 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 the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work

#### 7.09 *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.

#### 7.10 *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 or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and

losses, and 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 such Work or other action. It shall not be Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Owner or Contractor may give notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.11 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.12 *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, other work in progress, 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 Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

- 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 7.12.A.2 or 7.12.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 at its expense (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 protection 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 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).
- G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.13 *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.

7.14 *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.

7.15 *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.

7.16 *Shop Drawings, Samples, and Other Submittals*

A. *Shop Drawing and Sample Submittal Requirements:*

- 1. Before submitting a Shop Drawing or Sample, Contractor shall have:
  - a. reviewed and coordinated the 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 and equipment 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 of that submittal, and that Contractor approves the 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 set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.

B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.

- 1. *Shop Drawings:*
  - a. Contractor shall submit the number of copies required in the Specifications.
  - 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 7.16.D.
- 2. *Samples:*
  - a. Contractor shall submit the number of Samples required in the Specifications.
  - b. Contractor shall 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 7.16.D.
- 3. 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. *Other Submittals:* Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.

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 or to safety precautions or programs incident thereto.
3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
4. Engineer's review and approval of a Shop Drawing or Sample 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 7.16.A.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 will document any such approved variation from the requirements of the Contract Documents in a Field Order.
5. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.
8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.

**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.
2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

7.17 *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 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;
  6. the issuance of a notice of acceptability by Engineer;
  7. any inspection, test, or approval by others; or
  8. any correction of defective Work by Owner.
- D. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, 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 7.18.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 7.18.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.

7.19 *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 Laws and Regulations.

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, 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, 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 7.16.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

**ARTICLE 8 – OTHER WORK AT THE SITE**

8.01 *Other Work*

A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may

also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.

- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. 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.
- D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, 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.

#### 8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
  1. the identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
  2. an itemization of the specific matters to be covered by such authority and responsibility; and
  3. the extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

#### 8.03 *Legal Relationships*

- A. If, in the course of performing other work at or adjacent to the Site for Owner, the Owner's employees, any other contractor working for Owner, or any utility owner causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment shall take into account information (if any)

regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract. When applicable, any such equitable adjustment in Contract Price shall be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. 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.

- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this paragraph.
- C. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due to Contractor.
- D. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) 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 any such claims, and against all 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 damage, delay, disruption, or interference.

## ARTICLE 9 – OWNER'S RESPONSIBILITIES

### 9.01 *Communications to Contractor*

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

### 9.02 *Replacement of Engineer*

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents shall be that of the former Engineer.

### 9.03 *Furnish Data*

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

9.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *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.

9.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *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 (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

- 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.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

## ARTICLE 10 – ENGINEER’S STATUS DURING CONSTRUCTION

### 10.01 *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.

### 10.02 *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 10.08. 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.

### 10.03 *Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 10.08. 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.

### 10.04 *Rejecting Defective Work*

- A. Engineer has the authority to reject Work in accordance with Article 14.

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

- A. Engineer’s authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.
- B. 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, are set forth in Paragraph 7.19.
- C. Engineer’s authority as to Change Orders is set forth in Article 11.
- D. Engineer’s authority as to Applications for Payment is set forth in Article 15.

10.06 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.07 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.08 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, 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.
- 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 15.06.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 10.08 shall also apply to the Resident Project Representative, if any.

10.09 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs (if any) of which Engineer has been informed.

**ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK**

11.01 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.

1. *Change Orders:*
  - a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.
  - b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.
2. *Work Change Directives:* A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.
3. *Field Orders:* Engineer may authorize minor changes in the Work if the changes 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. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

#### 11.02 *Owner-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. Such changes shall be supported by Engineer's recommendation, to the extent the change involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters. Such changes may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the Contract Documents. Nothing in this paragraph shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

#### 11.03 *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, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.

11.04 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.
- B. 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, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or
  2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or
  3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).
- C. *Contractor's Fee:* When applicable, 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 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;
    - b. for costs incurred under Paragraph 13.01.B.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 11.01.C.2.a and 11.01.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;
    - d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
    - 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 11.04.C.2.a through 11.04.C.2.e, inclusive.

#### 11.05 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.
- B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

#### 11.06 *Change Proposals*

- A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.
  - 1. *Procedures:* Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.
  - 2. *Engineer's Action:* Engineer will review each Change Proposal and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.
  - 3. *Binding Decision:* Engineer's decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- B. *Resolution of Certain Change Proposals:* If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

## 11.07 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
  1. 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;
  2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
  3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
  4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

## 11.08 *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.

# ARTICLE 12 – CLAIMS

## 12.01 *Claims*

- A. *Claims Process:* The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:
  1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
  2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and
  3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.
- B. *Submittal of Claim:* The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of

Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

- C. *Review and Resolution:* The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation:*
  - 1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.
  - 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.
  - 3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval:* If the party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim:* If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim shall be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results:* If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim shall be incorporated in a Change Order to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

## **ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK**

### **13.01 Cost of the Work**

- A. *Purposes for Determination of Cost of the Work:* The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
  - 1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
  - 2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or

incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.

B. *Costs Included:* Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work 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 13.01.C, 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, and 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 13.01.
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 6.05), 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 communication 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 that Contractor is required by the Contract Documents to purchase and maintain.

C. *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, expediters, 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 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here 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 Paragraph 13.01.B.

D. *Contractor's Fee:* When the Work as a whole 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, Change Proposal, Claim, set-off, or other 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 11.04.C.

E. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, 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.

### 13.02 *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:* Contractor agrees that:
  1. 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
  2. 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:* 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.

### 13.03 *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. Payments to Contractor for Unit Price Work will be based on actual quantities.
- 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. 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 the following paragraph.
- E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price 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;
2. there is no corresponding adjustment with respect to any other item of Work; and
3. Contractor believes that it 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 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK**

### **14.01 *Access to Work***

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction 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.

### **14.02 *Tests, Inspections, and Approvals***

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.05.
- 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, obtaining, and paying for all inspections and tests required:
  1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
  2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
  3. by manufacturers of equipment furnished under the Contract Documents;
  4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
  5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. 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. Such uncovering shall be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

#### 14.03 *Defective Work*

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages:* In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

#### 14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work shall be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

#### 14.05 *Uncovering Work*

- A. Engineer has the authority to require special inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then 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, and provide all necessary labor, material, and equipment.
  1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages 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 pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
  2. 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, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

#### 14.06 *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, then 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.

#### 14.07 *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, 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, then 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 14.07, 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, 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 incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. 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 14.07.

## **ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD**

### **15.01 *Progress Payments***

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 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 during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *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, a warehouse bond, 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.
- C. *Review of Applications:*
  1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, 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 13.03, 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; 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 money 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 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
  - a. the Work is defective, requiring correction or replacement;
  - b. the Contract Price has been reduced by Change Orders;
  - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
  - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

- e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due:*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner:*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
  - a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
  - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
  - c. Contractor has failed to provide and maintain required bonds or insurance;
  - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
  - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
  - f. the Work is defective, requiring correction or replacement;
  - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
  - h. the Contract Price has been reduced by Change Orders;
  - i. an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;
  - j. liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
  - k. 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;
1. there are other items entitling Owner to a set off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, 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, if Contractor remedies the reasons for such action. The reduction imposed shall be

binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

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 15.01.C.1 and subject to interest as provided in the Agreement.

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

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

#### 15.03 *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 and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- 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 preliminary certificate of Substantial Completion which shall fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.

F. 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 punch list.

15.04 *Partial Use or Occupancy*

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. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be 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 15.03.A through E for that part of the Work.
2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work 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 15.03 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 6.05 regarding builder's risk or other property insurance.

15.05 *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, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *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, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:
  - a. all documentation called for in the Contract Documents;
  - b. consent of the surety, if any, to final payment;
  - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
  - d. a list of all disputes that Contractor believes are unsettled; and
  - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) 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, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

**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 have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. 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 15.07. 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. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.
- D. *Payment Becomes Due:* Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer's recommendation, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

#### 15.07 *Waiver of Claims*

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

#### 15.08 *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 Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
  1. correct the defective repairs to the Site or such other adjacent areas;
  2. correct such defective Work;
  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 to 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. 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 repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).
- 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, 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 are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

## ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

### 16.01 *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 written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension. Any Change Proposal seeking such adjustments shall be submitted no later than 30 days after the date fixed for resumption of Work.

### 16.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and 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);
  2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
  3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
  4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:
  1. declare Contractor to be in default, and give Contractor (and any surety) notice that the Contract is terminated; and
  2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, 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 complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.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 the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds 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.

- F. 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, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond shall govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

#### 16.03 *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; and
  - 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

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

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) 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 16.03.
- 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 are not intended to preclude Contractor from submitting a Change Proposal 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 17 – FINAL RESOLUTION OF DISPUTES

### 17.01 *Methods and Procedures*

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this Article:
  1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full; and
  2. Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents, and arising after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this Article, Owner or Contractor may:
  1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions; or
  2. agree with the other party to submit the dispute to another dispute resolution process; or
  3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

## ARTICLE 18 – MISCELLANEOUS

### 18.01 *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, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended; or
  2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice.

### 18.02 *Computation of Times*

- A. When any period of time is referred to in the Contract 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.

### 18.03 *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. 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.

### 18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, consultants, or subcontractors, shall be liable to

Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

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

18.07 *Controlling Law*

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

18.08 *Headings*

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



# SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, EJCDC® C-700 (2013 Edition). All provisions that are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added thereto.

## ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

### **SC-1.01    *Defined Terms***

SC-1.01.A Add the following new paragraphs immediately after paragraph 1.01.A:

Where "as shown", "as indicated", "as detailed", or words of similar import are used, it shall be understood that reference is made to the Contract Plans accompanying this document, unless stated otherwise. Where "as directed", "as required", "as permitted", "approved", "acceptance", or other words of similar import are used, it shall be understood that direction, requirement, permission, approval or acceptance of the Engineer in intended unless stated otherwise. As used herein, "provide" shall be understood to mean "provide complete in place", that is, furnish and install.

Where masculine pronouns such as "he", "him", or other words of similar import are used, it shall be understood that they shall include the feminine and neuter equivalents.

**SC-1.01A.31    *Project Manual*** - Add the following language at the end of Paragraph 1.01.A.31: The Project Manual may also be referred to as the Project Specifications.

**SC-1.01.A.45    *Substantial Completion*** is further defined by a 1978 Act of the Pennsylvania Legislature where payment in full is required, less 1½ percent retention plus the Engineer's Estimate of the work to be completed.

**SC-1.01.A.47    *Supplementary Conditions*** -- May mean, in addition to this Section, any special Project Conditions detailed in the various Divisions specifying the work.

I.

**SC-1.01    *Defined Terms*** -- Add the following terms to Section 1.01.A

II.

49. *Entity* -- Shall include persons, corporations, partnerships, political subdivisions, Municipality, Boroughs and Townships.
50. *Owner's Representative* – May include the Owner, agent or employee of the Owner, the Engineer or the Inspector. This person shall observe the progress of the work for compliance with the requirements of the Contract. The Owner's representative shall make written reports of his/her observations and comments.
51. *Inspector* – An employee of the Engineer assigned to the site for the purpose of observing the progress of the work, verifying measurements of the work completed and inspecting materials delivered to the site for compliance with the specifications.
52. *Engineer's Consultant* – An individual or entity having a contract with the Engineer to furnish services as the Engineer's independent professional consultant for the project.

53. *Project Representative* – Inspector, agent or employee of the Owner or their assistants assigned to the site for the purpose of observing the progress of the work, verifying measurements of the work completed and inspecting materials delivered to the site for compliance with the specifications.
54. *Supplemental Unit Prices* – Where the Bid Form or Proposal provides for requests for Supplemental Unit Prices for items of work, such prices shall be used as a basis of payment for adjustments necessary due to increases to, or deductions from, the extent of work required under a Lump Sum Bid Item. The Owner may reject any such prices which are found to be unreasonable or unbalanced and, hence, require reasonable revisions. The use of said Supplemental Unit Prices shall be limited to work approved by the Engineer in writing.
55. *Architect* – The term Architect used in the Project Manual is to be used interchangeable with the term Engineer.
56. *Work Change Directive* – This document contains a complete description of the change in the work and designates the method to be followed to determine the change in the Contract Sum or the Contract Time.

## **ARTICLE 2 – PRELIMINARY MATTERS**

### ***SC-2.02 Copies of Documents***

SC-2.02.A. Amend the first sentence of Paragraph 2.02.A. to read as follows:

Owner shall furnish to Contactor up to three (3) printed or hard copies of the Drawings and Project Manual.

## **ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS**

### ***SC-5.01.C Availability of Lands - Add the following language at the end of Paragraph 5.01.C:***

The consent of the property owner shall be in writing and a copy of the agreement shall be submitted to the Owner and Engineer prior to use of said land.

### ***SC-5.03 Subsurface and Physical Conditions***

SC 5.03.A Delete Paragraph 5.03.A in its entirety and insert the following:

- A. No reports of explorations or tests of subsurface conditions at or adjacent to the Site, or drawings of physical conditions relating to existing surface or subsurface structures at the Site, are known to Owner, except those noted in the Project Specifications.

### ***SC-5.06 Hazardous Environmental Conditions***

SC 5.06.A Delete Paragraph 5.06.A in its entirety and insert the following:

- A. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner, except those noted in the Project Specifications.

## **ARTICLE 6 – BONDS AND INSURANCE**

### ***SC-6.02 Insurance—General Provisions***

SC-6.02 Add the following paragraph immediately after Paragraph 6.02.B:

1. Contractor may obtain worker's compensation insurance from an insurance company that has not been rated by A.M. Best, provided that such company (a) is domiciled in the state in which the project is located, (b) is certified or authorized as a worker's compensation insurance provider by the appropriate state agency, and (c) has been accepted to provide worker's compensation insurance for similar projects by the state within the last 12 months.

### ***SC-6.03 Contractor's Liability Insurance***

SC 6.03 Add the following new paragraph immediately after Paragraph 6.03.J:

- K. The limits of liability for the insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less than the amounts, or greater where required by Laws and Regulations, listed in Article 26 of the Instruction to Bidders.

**SC-6.05 Property Insurance** The Owner will not purchase and maintain separate property insurance except as may be stated in the Project Specifications.

## **ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES**

### ***SC-7.02 Labor; Working Hours***

SC-7.02.A Add the following language at the end of paragraph 7.02.A:

It is understood that if employees of the Owner shall perform any acts as for the purpose of discharging the responsibility undertaken by the Contractor in this Contract, whether requested to perform such acts by the Contractor or not, such employees of the Owner while performing such acts, shall be considered the agents and servants of the Contractor subject to the exclusive control of the Contractor.

SC-7.02.B Add the following language at the end of paragraph 7.02.B:

*Overtime* – Should overtime, Saturday, Sunday or holiday work be approved by the Owner, the Contractor shall reimburse the Owner for all costs incurred by the Owner's personnel, the Engineer or his Inspectors for time spent on the Project because of such overtime work.

### ***SC-7.08 Permits***

#### **III.**

SC-7.08.A Delete paragraph A in its entirety and insert the following:

- A. Unless otherwise stated in the Project Specifications, the Owner shall secure all permits from other regulatory agencies for the construction of the Project. The Contractor shall pay all charges of utility owners for connections for providing temporary service to the site. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

#### **SC-7.09 Taxes**

SC-7.09 Add a new paragraph immediately after Paragraph 7.09.A:

- B. If the Owner is exempt from payment of sales and compensating use taxes of the State and of cities and counties thereof on all materials to be incorporated into the Work.
  1. Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of supplies and materials to be incorporated into the Work.
  2. Owner's exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the Work.

### **ARTICLE 8 – OTHER WORK AT THE SITE**

#### **SC-8.04 *Claims between Contractors***

SC-8.04 Add the following new paragraph immediately after paragraph GC-8.03:

- A. Should Contractor cause damage to the work or property of any other contractor at the Site, or should any claim arising out of Contractor's performance of the Work at the Site be made by any other contractor against Contractor, Owner, Engineer, or the construction coordinator, Contractor shall promptly attempt to settle with such other contractor by agreement, or to otherwise resolve the dispute by arbitration or at law.
- IV.
  - B. Contractor shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner, Engineer, the construction coordinator and the officers, directors, partners, employees, agents and other consultants and subcontractors of each and any of them from and against all claims, costs, losses and damages (including, but not limited to, fees and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any other contractor against Owner, Engineer, Engineer's Consultants, or the construction coordinator to the extent said claim is based on or arises out of Contractor's performance of the Work. Should another contractor cause damage to the Work or property of Contractor or should the performance of work by any other contractor at the Site give rise to any other Claim, Contractor shall not institute any action, legal or equitable, against Owner, Engineer, or the construction coordinator or permit any action against any of them to be maintained and continued in its name or for its benefit in any court or before any arbiter which seeks to impose liability on or to recover damages from Owner, Engineer, or the construction coordinator on account of any such damage or Claim.
- V.
  - C. If Contractor is delayed at any time in performing or furnishing Work by any act or neglect of another contractor, and Owner and Contractor are unable to agree as to the extent of any adjustment in Contract Times attributable thereto, Contractor may make a Claim for an extension of times in accordance with Article 12. An extension of the Contract Times shall be Contractor's exclusive remedy with respect to Owner, Engineer, and construction coordinator for any delay, disruption, interference, or hindrance caused by any other contractor. This paragraph does not prevent recovery from Owner, Engineer, or construction coordinator for activities that are their respective responsibilities.

## ARTICLE 10 – ENGINEER’S STATUS DURING CONSTRUCTION

### *SC-10.03 Project Representative*

SC-10.03 Add the following new paragraphs immediately after Paragraph 10.03.A:

SC-10.03 *Resident Project Representative* – When the Engineer provides the services of an Inspector, his duties, as an employee of the Engineer, shall be to observe the progress of the work and compliance with the requirements of the Contract. The Inspector shall make reports to the Engineer. The Inspector shall not be construed as an Agent of the Engineer in interpreting this Contract Document nor shall he authorize deviations from the requirements of the Contract.

## ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

### *SC-13.01 Cost of the Work*

SC 13.01.B.5.c Delete Paragraph 13.01.B.5.c in its entirety and insert the following in its place:

- c. Construction Equipment and Machinery:
  - 1) Rentals of all construction equipment and machinery, and the parts thereof, 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.
  - 2) Costs for equipment and machinery owned by Contractor will be paid at a rate shown for such equipment in the rate book appropriate for the Project as determined by the Engineer. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs. Costs will include the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, shall cease to accrue when the use thereof is no longer necessary for the changed Work. Equipment or machinery with a value of less than \$1,000 will be considered small tools.

## ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

### *SC-15.06 Final Payment*

SC-15.06.D Add the following paragraph immediately after paragraph 15.06.D:

In the case that the project is partially or fully funded by State or County funds, the time frame in 15.06.D becomes 60 days due to the policies of the governmental agencies in charge of funding.

## **ARTICLE 17 – FINAL RESOLUTION OF DISPUTES**

### ***SC-17.01 Methods and Procedures***

SC-17.01.B Delete Paragraph 17.01.B.1 in its entirety

SC-17.01.C Add the following new paragraph immediately after Paragraph SC-17.01.B.

C. Notwithstanding any applicable statute of limitations, a party giving notice under Paragraph SC-17.01.B shall commence an action on the Claim within one year of giving such notice. Failure to do so shall result in the Claim being time-barred and Engineer's action or denial shall become final and binding.

## **ARTICLE 18 – MISCELLANEOUS**

### ***SC-18 Miscellaneous***

SC-18.09 Add the following new paragraph immediately after paragraph 18.08:

18.09 The terms of this Contract Document are not to be construed for the benefit of any person not a party to the Contract.

## **Prevailing Minimum Wage Determination**

Not Applicable



# Work Change Directive

No. \_\_\_\_\_

---

Date of Issuance:	Effective Date:
Owner:	Owner's Contract No.:
Contractor:	Contractor's Project No.:
Engineer:	Engineer's Project No.:
Project:	Contract Name:

---

Contractor is directed to proceed promptly with the following change(s):

Description:

Attachments: *[List documents supporting change]*

## Purpose for Work Change Directive:

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: *[check one or both of the following]*

Non-agreement on pricing of proposed change.  
 Necessity to proceed for schedule or other Project reasons.

## Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price	\$	[increase]	[decrease].
Contract Time	days	[increase]	[decrease].

## Basis of estimated change in Contract Price:

<input type="checkbox"/> Lump Sum	<input type="checkbox"/> Unit Price
<input type="checkbox"/> Cost of the Work	<input type="checkbox"/> Other

---

RECOMMENDED:

AUTHORIZED BY:

RECEIVED:

By:

By:

By:

Engineer (Authorized Signature)

Owner (Authorized Signature)

Contractor (Authorized Signature)

Title:

Title:

Title:

Date:

Date:

Date:

Approved by Funding Agency (if applicable)

By:

Date:

Title:



## Change Order No. \_\_\_\_\_

Date of Issuance:  
Owner:  
Contractor:  
Engineer:  
Project:

Effective Date:  
Owner's Contract No.:  
Contractor's Project No.:  
Engineer's Project No.:  
Contract Name:

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

Description:

Attachments: *[List documents supporting change]*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ _____	Original Contract Times: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: \$ _____	[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: \$ _____	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] of this Change Order: \$ _____	[Increase] [Decrease] of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: \$ _____	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____ Title: _____ Date: _____	By: _____ Title: _____ Date: _____	By: _____ Title: _____ Date: _____

Approved by Funding Agency (if applicable)

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



## Field Order

No. \_\_\_\_\_

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Date of Issuance: \_\_\_\_\_ Effective Date: \_\_\_\_\_  
Owner: \_\_\_\_\_ Owner's Contract No.: \_\_\_\_\_  
Contractor: \_\_\_\_\_ Contractor's Project No.: \_\_\_\_\_  
Engineer: \_\_\_\_\_ Engineer's Project No.: \_\_\_\_\_  
Project: \_\_\_\_\_ Contract Name: \_\_\_\_\_

---

Contractor is hereby directed to promptly execute this Field Order, issued in accordance with General Conditions Paragraph 11.01, for minor changes in the Work without changes in Contract Price or Contract Times. If Contractor considers that a change in Contract Price or Contract Times is required, submit a Change Proposal before proceeding with this Work.

Reference: \_\_\_\_\_

Specification(s)	Drawing(s) / Detail(s)
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Description: \_\_\_\_\_

Attachments: \_\_\_\_\_

---

ISSUED: \_\_\_\_\_

RECEIVED: \_\_\_\_\_

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

Engineer (Authorized Signature) Contractor (Authorized Signature)

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

Date: \_\_\_\_\_ Date: \_\_\_\_\_

Copy to: Owner



## SECTION 01100 - SUMMARY

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

- A. General provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

## 1.2 SUMMARY

- A. This Section includes the following:

1. Work covered by the Contract Documents.
2. Type of the Contract.
3. Use of premises.
4. Specification formats and conventions.

## 1.3 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Identification: 2026 Root Damaged Concrete Sidewalk Maintenance Program
  - 1. Project Location: Municipality of Mt. Lebanon
- B. Owner: Municipality of Mt. Lebanon
  - 1. Owner's Representative: Dan Kirk, Superintendent of Public Works
- C. Engineer: The Gateway Engineers, Inc.
  - 1. Matthew E. Bagaley, P.E., Project Manager
- D. The Work consists of the following: the removal and replacement of concrete sidewalk damaged by tree roots throughout the Municipality.

## 1.4 TYPE OF CONTRACT

- A. Project will be constructed under a single prime unit price contract.

## 1.5 USE OF PREMISES

- A. General: Contractor shall have limited use of premises for construction operations as indicated by the Municipality.
- B. Use of Site: Limit use of premises to areas indicated by the Municipality. Do not disturb portions of Project site beyond areas in which the Work is indicated.
  - 1. Driveways and Entrances: Keep driveways and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.

## 1.6 SPECIFICATION FORMATS AND CONVENTIONS

- A. Specification Format: The Specifications are organized into Divisions and Sections using the 16-division format and CSI/CSC's "MasterFormat" numbering system.
  - 1. Section Identification: The Specifications use Section numbers and titles to help cross-referencing in the Contract Documents. Sections in the Project Manual are in numeric sequence; however, the sequence is incomplete because all available Section numbers are not used. Consult the table of contents at the beginning of the Project Manual to determine numbers and names of Sections in the Contract Documents.
  - 2. Division 1: Sections in Division 1 govern the execution of the Work of all Sections in the Specifications.
- B. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
  - 1. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words shall be interpreted as plural, and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.
  - 2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.
    - a. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

JANUARY 2026

ROOT DAMAGED CONCRETE SIDEWALK  
MAINTENANCE CONTRACT

C-97004-0128

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01100

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**01100 Summary**

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## SECTION 01110 – GENERAL PROJECT REQUIREMENTS

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

- A. General provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

## 1.2 SUMMARY

- A. This Section includes the following:

1. Requirements related to the notification to utility companies.
2. Requirements related to the federal, state and local laws and ordinances.
3. General specifications related to the project.
4. Specific requirements set forth by the Owner.
5. Specifications for removal and replacement of granite curbs.

## 1.3 GENERAL SPECIFICATIONS

- A. The Bidder shall become familiar with the site of the work and submit his bid based on this specification and his personal knowledge of construction techniques. No additional compensation will be allowed except as may be warranted by a duly executed Change Order.
- B. The work to be performed under this Contract shall consist of providing all labor, materials, and equipment that is necessary and required to complete the Project in accordance with the Contract Documents
- C. All Contractors and subcontractors shall become familiar with the contents of this total Contract Document and the responsibilities of other Contractors, utility companies and the Owner.
- D. The Owner retains the right to award the Contract to the best responsible bidder on the basis of coordinating all parts of this contract and the least inconvenience and property damage as well as the proposal price and any other factors deemed relative.
- E. The Contractor shall at all times conduct his operations in a neat and workmanlike manner and at the end of each day's work shall remove from the premises all debris and rubbish resulting from his operations. The contractor must secure the site at the end of every day.
- F. The Contractor shall be fully responsible for all materials and equipment delivered to, or stored, or left at, the job site during the progress of the work. The Contractor shall be responsible for the restoration, at no additional compensation, of the area used to store the equipment and/or supplies.

- G. The Contractor shall begin work within fifteen (15) days after receiving the Notice to Award and shall be fully responsible for the unfinished work as it progresses until completion and final acceptance thereof.
- H. No charges or claim for additional compensation shall be made by the Contractor for any delays or hindrance, regardless of duration or extent, caused by the failure of the Owner's of structures or pipes. The Contractor shall be required to these facilities at not additional compensation. The Contractor will be granted an extension of time for the completion of the work.
- I. The Contractor's attention is called to the fact that in the disposing of any excess material it must be taken to an approved site. The disposal of all excess materials must be in accordance with requirements of the municipality the disposal site is located.
- J. All quantities listed are estimated. Actual work completed may be more or less than the estimated quantity.
- K. Any work that may reasonably be inferred or is specifically indicated or called for from the specifications or drawings as being required to produce the intended result shall be supplied whether or not it is specifically called for in the bidding schedule. Such items of work shall be included in the bidding item considered most appropriate by the Contractor.
- L. Adequate protection shall be provided for all lawns, shrubs, trees, buildings and/or structures in the limits of work. The Contractor shall remove, preserve and replace all shrubs and trees in the limits of work. The Contractor is responsible to replace all of the damaged items at no cost to the Owner.
- M. The Contractor shall provide all necessary safeguards including the installation of shoring, structural supports, protective fencing and barriers, etc., as may be required to prevent damage to adjacent property or injury to persons. All Work shall be performed in accordance with the requirements of the local building codes and the rules, regulations, and ordinances of all other governing bodies having jurisdiction. The Contractor will be held responsible for any claim arising from his failure to provide proper safeguards, or for his failure to conduct his operation in a manner consistent with the rules, regulations and ordinances of these governing bodies having jurisdiction.
- N. Erasures or other changes in the bid documents must be explained or noted over the signature of the bidder.

Bids received prior to the advertised hour of opening will be securely kept sealed. The office whose duty it is to open them will decide when the specified time has arrived, no bid received thereafter will be considered; except that when a bid arrived by mail after the time fixed for opening, but before the reading of all other bids is completed, and it is shown to the satisfaction of the Owner that the non-arrival on time was due solely to delay in the mails for which the bidder was not responsible, such bid will be received and considered.

- O. The right is reserved, as the interest of the Owner may require, to reject any or all bids, to waive any informality in bids received, to accept or reject any or all items of any bid and it alternates, unless such bid is qualified by specific limitation, and the right is also reserved to reject any or all unbalanced bids.

P. No verbal or oral interpretation will be made to any bidder as to the meaning of contract documents or any part thereof. Every request for such an interpretation shall be made in writing to the Owner. Any inquiry received seven or more days prior to the bid opening day will be given consideration. Every interpretation made to a bidder will be in the form of an addendum to the contract documents, and when issued, will be on file in the office of the Owner and Engineer at least five days before bids are opened.

In addition, all addenda will be mailed to each person holding the contract documents, and a signed return copy shall be required from each bidder. All such addenda shall become a part of the contract and all bidders shall be bound by such addenda, whether or not received by the bidders.

Q. The successful general or prime contractor must perform or prosecute with his own personnel and equipment at least forty (40%) percent of the work, based on cost of the work, involved in each contract. Sub-contracts may be awarded by the general contractor upon written approval of the sub-contractor by the Owner and the Engineer.

R. On workdays, no work shall start prior to seven (7:00) A.M., and shall stop prior to seven (7:00) P.M. prevailing time. Contractors are forbidden from working on a Sunday in the prosecution of any municipal project.

If because of extenuating circumstances the contractor feels he must work during other times than specified he must request such variation in writing. The request will be reviewed by the Owner and approved or disapproved at the Owners discretion.

S. At all times the contractor shall keep the contract under his own control and it shall be his responsibility to see that the work is properly supervised and carried on faithfully and efficiently. The contractor shall supervise the work personally or shall have a competent supervisor or representative, who shall be on the project at all times, even during work by the Subcontractors, to receive orders and directions from the Engineer and who shall be clothed with full authority by the contractor to execute such orders without delay and make arrangements for all necessary labor and materials.

The contractor enters into this contract with the understanding that he is solely responsible for the methods of construction he uses; the safety precautions he takes or does not take, and the protection of the work and the quality of the work. He also is solely responsible to insure the protection from injury and death of his employees, the Owner and the Owner's employees, the Engineer and the Engineer's employees and the general public. It is not the responsibility of the Owner, the Engineer or the Owner's inspector to insure the methods, precautions, quality of work and responsibilities of the contractor are carried out, but they are solely the responsibility of the contractor.

T. The Engineer shall be the Owners representative during the construction period and shall approve or reject the work contemplated under this contract and specifications. The Engineer shall determine the amount, quality, acceptability and fitness of several kinds of work and materials which are to be paid for under this contract. The Engineer's estimates and decisions shall be final and conclusive, except as herein otherwise expressly provided. In case any questions shall arise between the parties hereto, relative to said contract or specification, the determination or decision of the Engineer shall be a condition precedent to the right of the contractor to receive any money

or payment for work under this contract, affected in any manner or to any extent, by such questions.

- U. The Engineer shall decide the meaning and intent of any portion of the specifications and of any plans or drawings where the same may be found obscure or in dispute. Any differences or conflicts in regard to their work which may arise between the contractor under this contract and other contractors performing work for the Owner shall be adjusted and determined by the Engineer.
- V. Neither the Engineer's authority to act under these specifications nor any decision made by him in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the Engineer to the contractor and sub-contractor, any of their agents or employees or any other person. The Engineer will not be responsible for the construction means, methods, techniques, sequences or procedure or the safety precautions and programs incident thereto, and he will not be responsible for the contractor's failure to perform the work in accordance with the contract documents. The Engineer will not be responsible for the acts or omissions of the contractor, or any subcontractor, or any of the contractor or subcontractors agents or employees or any other persons performing any of the work.
- W. There shall be No Parking of equipment on streets overnight without approval of a Municipal Representative.
- X. The Contractor shall remove all material and equipment for the Public Works yard at the end of the close of the contract.
- Y. **The Contractor cannot work on both sides of the street at the same time. This includes demolition, forming, pouring or restoration. One side of the street must be completed before any activity can take place in the opposite direction.**

#### 1.4 PRECONSTRUCTION CONFERENCE

- A. Conduct conference at the municipal building to review methods and procedures related to Work to be completed including, but not limited to, the following:
  1. Inspect and discuss construction methods and existing site conditions.
  2. Required submittals during the course of the project.
  3. Submittal of emergency telephone numbers for all parties involved with the Work to be completed.
  4. Review and finalize work schedule and verify availability of personnel, equipment, and facilities needed to make progress and avoid delays.
  5. Review payment procedures
- B. Review and finalize protection requirements and traffic control procedures.

## 1.5 PHOTOGRAPHIC DOCUMENTATION

- A. Photographs and/or videotape, sufficiently detailed, of existing conditions of trees and plantings, adjoining construction, and site improvements that might be misconstrued as damage caused by the Work to be completed. Submit before Work begins.

## 1.6 NOTIFICATION REQUIREMENTS

- A. The Contractor shall make all necessary arrangements with property owners and the Owner in regards to his operations, on, over, or adjacent to roads, streets, or other property.
- B. The Contractor shall coordinate his activities with the local Police Department and other emergency services in the municipality the project is located. The Contractor shall maintain safe traffic flow with the minimum inconvenience to the public. Residents shall be notified in writing at least 48 hours prior to the blocking of driveways or access through their property.
- C. The Contractor will be required to communicate and arrange with the Owner, the School District and the Allegheny County Port Authority the road closing, delays, and relocation of bus stops and routes that are necessary for the completion of this project. The Contractor shall work with the School District and Port Authority to schedule the work to minimize major disruptions to service.

## 1.7 FEDERAL, STATE AND LOCAL REQUIREMENTS

- A. The Contractor shall comply with applicable Federal, State and Local laws, provisions and policies governing health, safety and general welfare of the public and employees working on the project. The Contractor shall comply with the Federal Construction Safety Act (P.L. 91-54), Federal Register, Chapter XVII, Part 1926 of Title 29 Code of Federal Regulations, Occupational Safety and Health Regulations for Construction, and subsequent publications updating these regulations.
- B. The Contractor shall act as, or designate a competent person to act as, the representative at the site who is familiar with the OSHA regulations for enforcement and for taking immediate corrective action if advised of any noncompliance. Nothing in this Contract shall obligate The Gateway Engineers, Inc. to be responsible to the Owner/Borough/Township/Municipality or to third parties to inspect job sites within the Borough/Township/Municipality to ensure compliance with Occupational Safety Health Administration (OSHA) standards.
- C. The Contractor shall notify Pennsylvania One Call System, Inc. at 1-800-242-1776 prior to any construction on site. The Contractor shall verify the depth of any utility lines well in advance of any construction in order to adjust the new line in case of any conflict. No additional compensation shall be given for realigning or relaying utilities or storm sewers due to conflicts of the existing utilities during construction.
- D. The Contractor is required to fully inform himself/herself concerning location of all public or private structures on, under and/or over the project that may interfere with his/her operations. The Contractor is required to fully inform himself/herself concerning the location of all public or private structures that may or may not require removal, resetting or reconstruction. The Contractor shall assume that he/she has prepared his/her bid and entered into the Contract in full

contemplation of the conditions to be encountered and his/her responsibility in connection therewith. The Engineer has brought such structures to his/her attention, but such indications shall not be assumed to relieve the Contractor of his/her responsibility with respect thereto. Neither shall the Engineer or the Owner be held responsible for any omission or failure to give notice to the Contractor of any other structures on, under and/or over the project.

E. It is understood and agreed that all work, proposals, contracts, agreements and understandings between the Owner and the contractor which pertain to this Municipal project, shall be governed by and made subject to the Pennsylvania Department of Transportation Form 408, Specifications Latest Edition (Excepting Section 100) unless otherwise specifically indicated in the plans, detail drawings, technical specification and/or other contract documents.

#### 1.8 INSPECTION SERVICES

A. Inspection services furnished by the Owner are predicated on an eight hour day, beginning not earlier than 7:00 A.M. and ending not later than 5:00 P.M., prevailing time, for a five (5) day week, Monday through Friday. The Owner shall pay for these inspection services.

B. The regular hourly rate for an inspector is the Owner's approved per diem rate in effect at that time. Should a Contractor elect to work longer than the prescribed eight (8) hour day, he will be charged for overtime inspection services at the rate of time and one half for all time over and above eight (8) hours. Should a Contractor elect to work on a Saturday, he will be charged at the rate of time and one-half for each and every hour of inspection services rendered. The Contractor may not elect to work overtime or on a Saturday without inspection unless authorized by the Engineer or Owner. All such additional costs for any inspection services rendered as stated herein shall be deducted from the periodical or current estimates due the Contractor.

#### 1.9 SUSPENSION OF WORK DUE TO NON-CONFORMANCE WITH SPECIFICATIONS

A. During the completion of the work, the Contractor's employees must complete the contracted work in accordance with the specifications under the supervision of the foreman. If during the execution of the Contract, the Owner's Representative determines the work is not being completed in accordance with the specifications, unnecessary damage to adjacent properties is resulting from carelessness or work outside of the limits of the project, the Owner's Representative has been directed to administer the following procedure for resolving the matter.

B. The Owner's Representative first will discuss the non-compliance of the project specifications, damage, or work beyond the project scope with the contractor's foreman to resolve the issue.

If a resolution cannot be achieved through discussion, the Owner's Representative will mark the limit of acceptable scope of work and notify the foreman that any work beyond the defined scope of work will be at their own risk. Any work beyond the defined scope will not be a pay item and the contractor will be responsible to pay for any damage that is outside the scope.

C. If the demarcation of the limits of work does not result in a resolution of the matter, the inspector will notify the Owner's Engineer in Charge and/or owner of the situation and request authorization to shut the project down.

- D. Once the authorization to shut the project down is given by the Owner's Engineer in Charge and/or owner, the inspector will issue to the foreman a Shut down Notice in which a copy will be given to the municipality and a copy forwarded to the contractors office. The Shut Down notice will be very clear as to why the job is being shut down in detail and the corrections that must be completed in order for the project to proceed.
- E. If the foreman defies the Shut down Notice, the police will be sent to the job site to shut the job down.
- F. This procedure will be reviewed at the pre-construction meeting prior to the start of work. The execution of the contract indicates the contractor's understanding and acceptance of this procedure.

#### 1.10 PENALTIES

- A. If the Contractor should fail to complete the work within the number of days specified in the Contract and extensions thereof, including extensions of time due to inclement weather. Liquidated damages in the amount of \$500.00 (five hundred dollars) per calendar day will be charged against him.
- B. From the time the concrete sidewalk/driveway is removed, the Contractor must replace the sidewalk/driveway within 3 days, weather permitting. If an excavation is left open for more than 3 days, a penalty in the amount of \$500/calendar day will be assessed.

#### PART 2 - PRODUCTS (Not Used)

#### PART 3 - EXECUTION (Not Used)

END OF SECTION 01110

## SECTION 01250 - CONTRACT MODIFICATION PROCEDURES

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

- A. General provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

## 1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for handling and processing Contract modifications.
- B. Related Sections include the following:

1. Division 1 Section "Unit Prices" for administrative requirements for using unit prices.

## 1.3 MINOR CHANGES IN THE WORK

- A. The Municipality reserves the right to issue supplemental instructions authorizing Minor Changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, during the course of the project.

## 1.4 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: The Municipality will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
  1. Proposal Requests issued by the Municipality are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.
  2. Within 20 days after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
    - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
    - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
    - c. Include costs of labor and supervision directly attributable to the change.

- d. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
- B. Contractor-Initiated Proposals: If latent or unforeseen conditions require modifications to the Contract, Contractor may propose changes by submitting a request for a change to the Municipality.
  - 1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
  - 2. Include a list of quantities or products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
  - 3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
  - 4. Include costs of labor and supervision directly attributable to the change.
  - 5. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
  - 6. Comply with requirements in Division 1 Section "Product Requirements" if the proposed change requires substitution of one product or system for product or system specified.

#### 1.5 CHANGE ORDER PROCEDURES

- A. On approval of a Proposal Request, the Municipality will issue a Change Order for signatures of Owner and Contractor.

#### 1.6 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: The Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
  - 1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
  - 1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

JANUARY 2026

ROOT DAMAGED CONCRETE SIDEWALK  
MAINTENANCE CONTRACT

C-97004-0128

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01250

## SECTION 01270 - UNIT PRICES

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

- A. General provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

## 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for unit prices.

- B. Related Sections include the following:

1. Division 1 Section "Contract Modification Procedures" for procedures for submitting and handling Change Orders.
2. Division 1 Section "Payment Procedures" for procedures for measurement and payment for unit-price items.

## 1.3 DEFINITIONS

- A. Unit price is stated on the Bid Form as a price per unit of measurement for materials or services added to or deducted from the Contract Sum by appropriate modification, if estimated quantities of Work required by the Contract Documents are increased or decreased.

## 1.4 PROCEDURES

- A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, applicable taxes, overhead, and profit.
- B. Measurement and Payment: Refer to individual Specification Sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.
- C. Owner reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at Owner's expense, by an independent surveyor acceptable to Contractor.
- D. List of Unit Prices: A list of unit prices is included in Part 3. Specification Sections referenced in the schedule contain requirements for materials described under each unit price.

## PART 2 - PRODUCTS (Not Used)

## PART 3 - EXECUTION

## 3.1 LIST OF UNIT PRICES

## A. Unit Price No. 1:

1. Description: Replacement of concrete sidewalk, four (4) inches thick, per the construction detail including removal and disposal of the old concrete sidewalk, and miscellaneous excavation and a three (3) inch aggregate base and restoration, testing, two coats of concrete sealing Alternate "A" as per Division 02080 Piped Utilities, Division 02300 Earthwork, Division 02751 Cement Concrete Pavement, and Division 02764 Pavement Joint Sealants.
2. Unit of Measurement: Square Foot

## B. Unit Price No. 2:

1. Description: Replacement of reinforced concrete driveway, six (6) inches thick, per the construction detail including removal and disposal of the old concrete driveway, and miscellaneous excavation and a three (3) inch aggregate base and restoration, testing, two coats of concrete sealing Alternate "A" as per Division 02080 Piped Utilities, Division 02300 Earthwork, Division 02751 Cement Concrete Pavement, and Division 02764 Pavement Joint Sealants.
2. Unit of Measurement: Square Foot

## C. Unit Price No. 3:

1. Description: The replacement of rain conductor piping including the removal and disposal of the old rain conductor and miscellaneous excavation and connection to the existing rain conductor according to Division 02080 Piped Utilities.
2. Unit of Measurement: Linear Foot

## D. Unit Price No. 4:

1. Description: Soil erosion and sedimentation control including restoration of all disturbed areas including; restoration in kind of all disturbed shrubbery and other vegetation, restoration of all disturbed walls, landscaping, borders, etc., in accordance with Division 01110 General Project Requirements, Division 02920 Lawns and Grasses. Installing, controlling, maintaining and removing traffic controls and detours for the duration of the project in accordance with Division 01110 General Project Requirements and Division 02220 Traffic Control.
2. Unit of Measurement: Lump Sum

## E. Optional Unit Price No. 1:

1. Description: In some instances during the process of the work, extra-ordinary circumstances may require the performance of special work over and above that specified. If said work is ordered by the Owner, the Contractor agrees to perform the installation of Penn DOT 2B aggregate and hand tamping in accordance with Division 02300 Earthwork.
2. Unit of Measurement: Ton

## F. Optional Unit Price No. 2:

1. Description: In some instances during the process of the work, extra-ordinary circumstances may require the performance of special work over and above that specified. If said work is ordered by the Owner, the Contractor agrees to perform extra excavation over and above normal sidewalk excavation requirements in accordance with Division 02300 Earthwork.
2. Unit of Measurement: Cubic Foot.

## G. Optional Unit Price No. 3:

1. Description: In some instances during the process of the work, extra-ordinary circumstances may require the performance of special work over and above that specified. If said work is ordered by the Owner, the Contractor agrees to perform the installation of one (1) additional inch thickness of concrete sidewalk or driveway (where required by the Municipality) in accordance with Division 02751 Cement Concrete Pavement.
2. Unit of Measurement: Square Foot.

END OF SECTION 01270

## SECTION 01290 - PAYMENT PROCEDURES

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

- A. General provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

## 1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Sections include the following:
  1. Division 1 Section "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
  2. Division 1 Section "Unit Prices" for administrative requirements governing use of unit prices.

## 1.3 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by the Municipal Engineer and paid for by Owner.
  - 1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction Work covered by each Application for Payment is the period indicated in the Agreement.
- C. Payment Application Times: Progress payments shall be submitted to the Municipality monthly. The period covered by each Application for Payment is one month, ending on the last day of the month.
- D. Payment Application Forms: Use forms provided by Owner in Division 00620 Application for Payment.
- E. Application Preparation: Complete every entry on form. Executed by a person authorized to sign legal documents on behalf of Contractor. The Municipality will return incomplete applications without action.

1. Entries shall match data on the Division 00110 Proposal, Bid Forms and Supplements.
2. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.

F. Transmittal: Submit three (3) signed, original copies of each Application for Payment to the Municipality. One copy shall include waivers of lien and similar attachments if required.

1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.

G. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:

1. List of subcontractors.
2. Contractor's Construction Schedule (preliminary if not final).
3. Submittals Schedule (preliminary if not final).
4. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
5. Certificates of insurance and insurance policies.
6. Performance and payment bonds.

H. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.

1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.

I. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:

1. Evidence of completion of Project closeout requirements.
2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
3. Updated final statement, accounting for final changes to the Contract Sum.
4. Evidence that claims have been settled.
5. Final, liquidated damages settlement statement.
6. Two year maintenance bond in the amount of 50% of the final contract value.

**PART 2 - PRODUCTS (Not Used)****PART 3 - EXECUTION (Not Used)****END OF SECTION 01290**

## SECTION 01322 - PHOTOGRAPHIC DOCUMENTATION

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

- A. General provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

## 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for the following:
  1. Preconstruction photographs.
  2. Periodic construction photographs.
  3. Final Completion construction photographs.

## PART 2 - PRODUCTS

## 2.1 PHOTOGRAPHIC MEDIA

- A. Digital Images: Provide images in uncompressed TIFF or JPEG format, produced by a digital camera with minimum sensor size of 4.0 megapixels, and at an image resolution of not less than 1024 by 768 pixels.

## PART 3 - EXECUTION

## 3.1 CONSTRUCTION PHOTOGRAPHS

- A. This section of the specifications has been provided to govern those photographs which the contractor feels necessary during the course of construction. The contractor is not required to take photographs of the construction sites as a part of this project; however, the Municipality strongly encourages the contractor to document via photographic record existing conditions of the construction site for the protection of the contractor. Often times damage to existing sidewalk, walls, driveways, yards, trees, etc. was present prior to the start of construction. A photograph of the damage prior to the contractor working in an area would eliminate any resident claim that the damage was caused by the negligence of the contractor, and ultimately will protect the contractor from being required to repair damaged personnel property at the contractor's sole cost.
- B. General: Take photographs using the maximum range of depth of field, and that are in focus, to clearly show the Work. Photographs with blurry or out-of-focus areas will not be accepted.

1. Maintain key plan with each set of construction photographs that identifies each photographic location.
- C. Digital Images: Submit digital images exactly as originally recorded in the digital camera, without alteration, manipulation, editing, or modifications using image-editing software.
  1. Date and Time: Include date and time in filename for each image.
- D. Preconstruction Photographs: Before starting construction, take photographs of Project site and surrounding properties, including existing items to remain during construction, from different vantage points, as directed by the Municipality.
  1. Flag/Mark construction limits before taking construction photographs.
  2. Take photographs to show existing conditions adjacent to property before starting the Work.
  3. Take photographs of existing buildings either on or adjoining property to accurately record physical conditions at start of construction.
  4. Take additional photographs as required to record settlement or cracking of adjacent structures, pavements, and improvements.
- E. Municipality-Directed Construction Photographs: From time to time, the Municipality will instruct the photographer about number and frequency of photographs and general directions on vantage points. Select actual vantage points and take photographs to show the status of construction and progress since last photographs were taken.
- F. Final Completion Construction Photographs: Take color photographs after date of Substantial Completion for submission as Project Record Documents. The Municipality may direct photographer for desired vantage points.
- G. Additional Photographs: The Municipality may issue requests for additional photographs, in addition to periodic photographs specified.
  1. Three days' notice will be given, where feasible.
  2. In emergency situations, take additional photographs within 24 hours of request.
  3. Circumstances that could require additional photographs include, but are not limited to, the following:
    - a. Immediate follow-up when on-site events result in construction damage or losses.
    - b. Substantial Completion of a major phase or component of the Work.
    - c. Extra record photographs at time of final acceptance.
    - d. Owner's request for special publicity photographs.

END OF SECTION 01322

## SECTION 01330 - SUBMITTAL PROCEDURES

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

- A. General provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

## 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. Related Sections include the following:
  1. Division 1 Section "Payment Procedures" for submitting Applications for Payment.
  2. Division 1 Section "Photographic Documentation" for submitting construction photographs
  3. Division 2 Sections for specific requirements for submittals in those Sections.

## 1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information that requires municipal responsive action.
- B. Informational Submittals: Written information that does not require municipal responsive action. Submittals may be rejected for not complying with requirements.

## 1.4 SUBMITTAL PROCEDURES

- A. Submit each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
- B. A minimum of four submittals must be submitted for review. Two will be retained by the Engineer and one will be retained by the Municipality.
- C. Processing Time: Allow enough time for submittal review, including time for re-submittals, as follows. Time for review shall commence on the municipality's representative receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including re-submittals.
  1. Initial Review: Allow 5 days for initial review of each submittal.
  2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.

3. Re-submittal Review: Allow 5 days for review of each re-submittal.
- D. Identification: Place a permanent label or title block on each submittal for identification.
  1. Indicate name of firm or entity that prepared each submittal on label or title block.
  2. Provide a space approximately 3 by 4 inches on label or beside title block to record Contractor's review and approval markings and action taken by municipal's representative.
  3. Include the following information on label for processing and recording action taken:
    - a. Project name.
    - b. Date.
    - c. Name and address of Contractor.
    - d. Name of manufacturer.
    - e. Submittal number or other unique identifier, including revision identifier.
  - 1) Submittal number shall use Specification Section number followed by a decimal point and then a sequential number (e.g., 06100.01). Re-submittals shall include an alphabetic suffix after another decimal point (e.g., 06100.01.A).
  - f. Number and title of appropriate Specification Section.
  - g. Drawing number and detail references, as appropriate.
- E. Deviations: Highlight or otherwise specifically identify deviations from the Contract Documents on submittals.
- F. Re-submittals: Make re-submittals in same form and number of copies as initial submittal.
  1. Note date and content of previous submittal.
  2. Note date and content of revision in label or title block and clearly indicate extent of revision.
  3. Resubmit submittals until they are marked approved
- G. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- H. Use for Construction: Use only final submittals with mark indicating approval.

## PART 2 - PRODUCTS

### 2.1 ACTION SUBMITTALS

- A. General: Prepare and submit Action Submittals required by individual Specification Sections.
- B. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.

1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
  - a. Dimensions.
  - b. Identification of products.
  - c. Fabrication and installation drawings.
  - d. Shopwork manufacturing instructions.
  - e. Schedules.
  - f. Design calculations.
  - g. Compliance with specified standards.
  - h. Seal and signature of professional engineer if specified.
2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches.
3. Number of Copies: Submit four copies of each submittal. The municipality will return one copy.
- C. Application for Payment: Comply with requirements specified in Division 1 Section "Payment Procedures."
- D. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
  1. Name, address, and telephone number of entity performing subcontract or supplying products.
  2. Number and title of related Specification Section(s) covered by subcontract.
  3. Drawing number and detail references, as appropriate, covered by subcontract.
  4. Number of Copies: Submit three copies of subcontractor list, unless otherwise indicated. The Municipality will return one copy.
    - a. Mark up and retain one returned copy as a Project Record Document.

### PART 3 - EXECUTION

#### 3.1 CONTRACTOR'S REVIEW

- A. Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions.
- B. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

**3.2 MUNICIPALITIES / ACTION**

- A. General: The Municipality will not review submittals that do not bear Contractor's approval stamp and will return them without action.
- B. Action Submittals: The Municipality will review each submittal, make marks to indicate corrections or modifications required, and return it. The Municipality will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken.

**3.3 REQUIRED SUBMITTALS**

- A. Mix design for all Concrete Materials
- B. Stone
- C. Reinforcing Steel
- D. Sealing Material
- E. Expansion Material

END OF SECTION 01330

## SECTION 02080 - PIPED UTILITIES - BASIC MATERIALS AND METHODS

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

- A. General provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

## 1.2 SUMMARY

- A. This Section includes the following:

1. Piping joining materials.
2. Transition fittings.
3. Piped utility demolition.
4. Piping system common requirements.
5. Equipment installation common requirements.

## 1.3 DEFINITIONS

- A. PE: Polyethylene plastic.
- B. PVC: Polyvinyl chloride plastic.

## 1.4 DELIVERY, STORAGE, AND HANDLING

- A. Deliver pipes and tubes with factory-applied end caps. Maintain end caps through shipping, storage, and handling to prevent pipe end damage and to prevent entrance of dirt, debris, and moisture.
- B. Store plastic pipes protected from direct sunlight. Support to prevent sagging and bending.

## 1.5 COORDINATION

- A. Coordinate installation of required supporting devices and set sleeves in poured-in-place concrete and other structural components as they are constructed.

**PART 2 - PRODUCTS****2.1 PIPING MATERIALS**

- A. Rain conductors shall match the existing diameter and shall be PVC Schedule 40 pipe with fittings.

**2.2 PIPING JOINING MATERIALS**

- A. Pipe-Flange Gasket Materials: Suitable for chemical and thermal conditions of piping system contents.
- B. Plastic, Pipe-Flange Gasket, Bolts, and Nuts: Type and material recommended by piping system manufacturer, unless otherwise indicated.
- C. Solvent Cements for Joining Plastic Piping:
  - 1. ABS Piping: ASTM D 2235.
  - 2. PVC Piping: ASTM D 2564. Include primer according to ASTM F 656.
  - 3. PVC to ABS Piping Transition: ASTM D 3138.

**2.3 TRANSITION FITTINGS**

- A. Transition Fittings, General: Same size as, and with pressure rating at least equal to and with ends compatible with, piping to be joined.
- B. Plastic-to-Metal Transition Fittings:
  - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
    - a. Spears Manufacturing Co.
  - 2. Description: PVC one-piece fitting with manufacturer's Schedule 80 equivalent dimensions; one end with threaded brass insert, and one solvent-cement-joint end.
- C. Flexible Transition Couplings for Underground Nonpressure Drainage Piping:
  - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
    - a. Cascade Waterworks Mfg. Co.
    - b. Fernco, Inc.
    - c. Mission Rubber Company.
    - d. Plastic Oddities.

2. Description: ASTM C 1173 with elastomeric sleeve, with shear ring ends same size as piping to be joined, and corrosion-resistant metal band on each end.

## PART 3 - EXECUTION

### 3.1 PIPED UTILITY DEMOLITION

- A. Disconnect, demolish, and remove piped utility systems, equipment, and components indicated to be removed.
  1. Piping to Be Removed: Remove portion of piping indicated to be removed and cap or plug remaining piping with same or compatible piping material.
  2. Piping to Be Abandoned in Place: Drain piping. Fill abandoned piping with flowable fill, and cap or plug piping with same or compatible piping material.
  3. Equipment to Be Removed and Reinstalled: Disconnect and cap services and remove, clean, and store equipment; when appropriate, reinstall, reconnect, and make operational.
- B. If pipe, insulation, or equipment to remain is damaged in appearance or is unserviceable, remove damaged or unserviceable portions and replace with new products of equal capacity and quality.

### 3.2 PIPING INSTALLATION

- A. Install piping according to the following requirements and Division 2 Sections specifying piping systems.
- B. Drawing plans, schematics, and diagrams indicate general location and arrangement of piping systems. Indicated locations and arrangements were used to size pipe and calculate friction loss, expansion, pump sizing, and other design considerations. Install piping as indicated unless deviations to layout are approved on the Coordination Drawings.
- C. Install piping at same slope of existing pipe, minimum 1%.
- D. Install piping free of sags and bends.
- E. Install fittings for changes in direction and branch connections.
- F. Select system components with pressure rating equal to or greater than system operating pressure.
- G. Verify final equipment locations for roughing-in.
- H. Refer to equipment specifications in other Sections for roughing-in requirements.

### 3.3 PIPING JOINT CONSTRUCTION

- A. Join pipe and fittings according to the following requirements and Division 2 Sections specifying piping systems.

- B. Ream ends of pipes and tubes and remove burrs.
- C. Remove scale, slag, dirt, and debris from inside and outside of pipe and fittings before assembly.
- D. Plastic Piping Solvent-Cemented Joints: Clean and dry joining surfaces. Join pipe and fittings according to the following:
  - 1. Comply with ASTM F 402 for safe-handling practice of cleaners, primers, and solvent cements.
  - 2. ABS Piping: Join according to ASTM D 2235 and ASTM D 2661 appendixes.
  - 3. PVC Pressure Piping: Join schedule number ASTM D 1785, PVC pipe and PVC socket fittings according to ASTM D 2672. Join other-than-schedule-number PVC pipe and socket fittings according to ASTM D 2855.
  - 4. PVC Nonpressure Piping: Join according to ASTM D 2855.
  - 5. PVC to ABS Nonpressure Transition Fittings: Join according to ASTM D 3138 Appendix.
- E. Plastic Nonpressure Piping Gasketed Joints: Join according to ASTM D 3212.

3.4 RAIN CONDUCTORS THROUGH CURBS, CURB & GUTTER, SIDEWALKS AND DRIVEWAYS

- A. Rain conductor shall match the existing diameter and shall be PVC Schedule 40 pipe with fittings.
- B. A coupling shall be placed on the pipe so that the coupling is flush with the back of the curb.
- C. For sidewalks and driveways, a coupling shall be placed on the pipe at the edge of the work adjacent to the property line. The slab of walk or drive under which the rain conductor is placed shall be reinforced over its entire area with welded wire fabric 66-44, and said slab shall be isolated from the remainder of the sidewalk by 1/4" expansion material on both sides.
- D. The section of curb which will contain the conductor shall be reinforced for its entire length with a No. 5 steel reinforcing bar, placed above the top of the conductor.
- E. The rain conductor shall be connected to the existing rain conductor, if any, at the back of the curb.

END OF SECTION 02080

## SECTION 02220 – TRAFFIC CONTROL REQUIREMENTS

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

- A. General provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

## 1.2 SUMMARY

- A. This Section includes the following:

1. Traffic Control Devices.
2. Detour Plan.

- B. Related Sections include the following:

1. Division 1 Section “General Requirements” for general project requirements
2. Division 2 Section “Cement Concrete Pavement” for concrete pavement and sidewalk installation

## 1.3 DEFINITIONS

- A. Penn D.O.T.: Pennsylvania Department of Transportation

## PART 2 - PRODUCTS

## 2.1 SIGNS AND OTHER TRAFFIC CONTROL DEVICES

- A. All traffic control signs and warning devices shall meet the specifications set forth in the current edition of PennDOT’s Publications 213 and 408.

## PART 3 - EXECUTION

## 3.1 SIGNS AND TRAFFIC CONTROL DEVICES

- A. The Contractor shall install all required signs and traffic control devices to maintain proper traffic control. All signs and devices shall be installed in accordance with the current edition of PennDOT’s Publication 213 for road closure or single lane closure.
- B. The Contractor shall install all traffic control signs a minimum of one (1) week prior to starting construction.

- C. The Contractor shall maintain all traffic control signs and devices during the life of the project in proper working order.
- D. The Contractor shall remove all traffic control signs and devices a maximum of one (1) week after final acceptance of the project.
- E. The contractor will be responsible for installing and maintaining pedestrian information/detour signs and traffic control signs as required by the Municipality.
- F. The contractor shall be aware that at all times, they are responsible for maintaining customer access to any businesses affected by construction. This may require plating of areas to facilitate customers, working in sections, working after hours, working on weekends, etc. as required by the Municipality.
- G. This item includes the contractor notifying, in writing, businesses and adjacent property owners of the impending construction a minimum of 48 hours prior to starting work. Residents adjacent to the proposed construction must be notified (this includes both sides of the street). The form of the notification must be approved by the Municipality prior to being distributed.
- H. The contractor shall be responsible for working around the schedule of the businesses as best as possible. The Municipality reserves the right to revise the contractor's work schedule and hours of work at no additional compensation.
- I. There is No Parking of equipment on streets overnight without the approval of a Municipal Representative.

### 3.2 DETOUR PLAN

- A. The Contractor shall prepare and submit a detour plan for road closures to the Engineer for review and approval.
- B. The Contractor shall install all of the required signs and devices in accordance with the approved Traffic Control Plan.
- C. The Contractor shall notify, ahead of time, the school district, police department, public works department and Port Authority whenever a route will be inconvenienced or when the road will be temporarily closed. Evidence of such notification shall be provided to the Engineer upon request.

END OF SECTION 02220

## SECTION 02300 - EARTHWORK

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

- A. General provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

## 1.2 SUMMARY

- A. This Section includes the following:

1. Preparing subgrades for slabs-on-grade, walks, pavements, lawns and grasses and landscaping.

- B. Related Sections include the following:

1. Division 1 Section "General Requirements" for photographic documentation and general project requirements.
2. Division 2 Section "Subdrainage" for drainage of slabs-on-grade
3. Division 2 Section "Lawns and Grasses" for finish grading, including preparing and placing topsoil and planting soil for lawns.

## 1.3 DEFINITIONS

- A. Base Course: Course placed between the subgrade course and footers, slabs on grade, foundations, sidewalks, concrete pavement and hot mix asphalt paving.

- B. Borrow: Satisfactory soil material, free of organic or other deleterious material imported from off-site for use as fill or backfill.

- C. Drainage Course: Course of washed granular material meeting AASHTO 57 gravel or crushed limestone requirements supporting the slab-on-grade that also minimizes upward capillary flow of pore water.

- D. Excavation: Removal of material encountered above subgrade elevations and to lines and dimensions indicated.

1. Authorized Additional Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions as directed by the Engineer and Owner's Representative. Authorized additional excavation and replacement material will be paid for according to Contract provisions.

2. Earth Excavation: Removal of all material not specifically defined as topsoil or rock and shall include and not be limited to muck, hardpan, soft shale, loose, disintegrated or

decomposed ledge rock which can be removed by the means of bulldozers with hydraulic attachments having single tooth rippers.

3. Satisfactory Material: Soil whose composition is satisfactory for use in embankment construction. In general, any mineral (inorganic) soil, blasted or broken rock, and similar materials of natural or man-made origin, including mixtures thereof.
4. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions without direction by the Engineer or Owner's Representative. Unauthorized excavation, as well as remedial work directed by the Engineer or Owner's Representative, to repair unauthorized excavation shall be without additional compensation.
5. Unsatisfactory Material: Any soil containing vegetation or organic matter, such as muck, peat, organic silt, topsoil or sod, which is not satisfactory for use in embankment construction or for support of permanent structures. Certain manmade deposits such as land-fill material may also be determined to be unsatisfactory material.

E. Fill: Soil materials used to raise existing grades.

F. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.

G. Subgrade: Surface or elevation remaining after completing excavation, or top surface of a fill or backfill immediately below base, drainage fill, or topsoil materials.

H. Topsoil: Natural or cultivated surface-soil layer containing not less than 2% nor more than 10% of organic matter, as specified in AASHTO designation T194. The material contains sand, silt, and clay particles; friable, pervious, and black or a darker shade of brown, gray, or red than underlying subsoil; reasonably free of subsoil, clay lumps, gravel, and other objects more than two (2) inches in diameter. Topsoil shall be free of subsoil and weeds, roots, toxic materials, or other nonsoil materials.

I. Utilities: On-site underground pipes, conduits, ducts, and cables, as well as underground services within buildings.

#### 1.4 SUBMITTALS

A. Product Data: For the following:

1. Each type of plastic warning tape.
2. Each type of geotextile.

B. Samples: 12-by-12-inch sample of subdrainage, separation geotextile.

C. Material Test Reports: From a qualified testing agency indicating and interpreting test results for compliance of the following with requirements indicated:

1. Classification according to ASTM D 2487 of each on-site and borrow soil material proposed for fill and backfill.

2. Laboratory analysis of each soil material proposed for fill or backfill from on-site or borrow sources.
3. One optimum moisture-maximum density curve for each soil material
4. Report of actual unconfined compressive strength and/or results of bearing tests of each stratum tested.

## 1.5 PROJECT CONDITIONS

- A. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted in writing by Municipality and then only after arranging to provide temporary utility services according to requirements indicated.
  1. Notify Municipality not less than two (2) days in advance of proposed utility interruptions.
  2. Do not proceed with utility interruptions without Municipality's written permission.
  3. Contact utility-locator service for area where Project is located before excavating.
- B. Demolish and completely remove from site existing underground utilities indicated to be removed. Coordinate with utility companies to shut off services if lines are active.

## PART 2 - PRODUCTS

### 2.1 SOIL MATERIALS

- A. General: Provide borrow materials when sufficient satisfactory soil materials are not available from excavations.
- B. Base Material: AASHTO No. 57 limestone or gravel as required.
- C. Engineered Fill: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 90 percent passing a 1-1/2-inch sieve and not more than 12 percent passing a No. 200 sieve.
- D. Drainage Course: AASHTO No. 57 limestone or gravel
- E. Filter Material: Narrowly graded mixture of natural or crushed gravel, or crushed stone and natural sand; ASTM D 448; coarse-aggregate grading Size 67; with 100 percent passing a 1-inch sieve and 0 to 5 percent passing a No. 4 sieve.
- F. Impervious Fill: Clayey gravel and sand mixture capable of compacting to a dense state.
- G. Sand: ASTM C 33, fine aggregate, natural, or manufactured sand.
- H. Satisfactory Soils: ASTM D 2487 Soil Classification Groups GW (well graded gravel), GP (poorly graded gravel), GM (silty gravel), SW (well graded sand), SP (poorly graded gravel), and SM (silty sand) or a combination of these groups; free of rock or gravel larger than 3 inches in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter.

I. Unsatisfactory Soils: ASTM D 2487 Soil Classification Groups GC (clayey gravel), SC (clayey Sand), CL (lean clay), ML (silt), OL (organic clay), CH (fat clay), MH (elastic silt), OH (organic silt), PT (peat), expansive or carbonaceous shales and soils that cannot maintain an optimum moisture content of two (2) percent at the time of compaction or a combination of these groups.

## 2.2 GEOTEXTILES

1. Subsurface Drainage Geotextile: Shall comply with the requirements of a Class 1 geotextile in Section 735 in the current edition of PennDOT's Publication 408.
2. Separation Geotextile: Shall comply with the requirements of a Class 4 geotextile in Section 735 in the current edition of PennDOT's Publication 408.

# PART 3 - EXECUTION

## 3.1 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations
- B. Preparation of subgrade for earthwork operations including removal of vegetation, topsoil, debris, obstructions, and deleterious materials from ground surface

## 3.2 DEWATERING

- A. Prevent surface water and ground water from entering excavations, from ponding and collecting on prepared subgrades, and from flooding Project site and surrounding area.
- B. Protect subgrades from softening, undermining, washout, and damage by rain or water accumulation.
- C. Provide and maintain all temporary drainage and dewatering systems, such as pumps, sumps and discharge lines as required.
- D. Reroute surface water runoff away from excavated areas. Do not allow water to accumulate in excavations. Do not use excavated trenches as temporary drainage ditches.
- E. During grading operations, pits, cuts, excavation areas and/or embankments and subgrades shall be shaped, sloped and maintained to facilitate drainage of surface water. Existing drainage routes shall not be choked or obstructed until new ones are available. Temporary culverts, pumps or other equipment shall be used to facilitate drainage of fills during construction.
- F. Care must be exercised in the control plan so as to avoid discharge of surface flows across watershed lines.

### 3.3 GENERAL EXCAVATION AND FILLS REQUIREMENTS

- A. The Contractor shall be responsible for all excavation of whatever material encountered. The excavation is unclassified and the contractor will be responsible for any and all excavation required through any and all types of soil / rock.
- B. The Contractor shall remove all soil, rock and other material, and utilize or dispose of these materials.
- C. The Contractor shall complete excavation and fill embankment procedures to the subgrade surface elevations which conform with the finished grades.
- D. The Contractor shall be responsible at all times for carrying out all excavation and fill operations in a safe and prudent manner so that all persons and property will be protected from hazard.
- E. The Contractor shall prepare and submit to the Engineer for approval his construction schedule for stripping, excavation, embankment and fill operations.
- F. The Contractor shall be responsible for the disposal offsite of all surplus excavated material. Prior to commencement of excavation, the Contractor shall advise the Engineer of the quantity of surplus material, if any, he estimates will be disposed of offsite. The Contractor shall provide the Engineer with a copy of the approved grading permit and erosion and sedimentation control plan for the soil spoil site.
- G. In the event the Contractor disposes of too much excavated material, he shall replace this material as necessary and required, at his own cost and expense. Material to be replaced shall meet the requirements for satisfactory material as specified herein and shall be subject to the approval of the Owner's Engineer.
- H. Should the Contractor encounter unusual material, he shall immediately notify the Owner's Engineer, who will examine the material, classify it and advise the Contractor as to the method of handling. Unauthorized removal of the unusual material before being classified by the Owner's Engineer is performed at the Contractor's risk.
- I. The Contractor shall provide all necessary measures to control dust through the use of water, calcium chloride, or other material approved by the Engineer, at such locations and during such periods as he may direct, or as may be required by Local Ordinance or Authorities.
  - 1. Calcium Chloride shall be spread in pellet or flake form by approved devices so that uniform distribution is attained over the entire area being treated.
  - 2. Watering equipment shall consist of pipelines, tanks, tank trucks or other approved devices capable of applying a uniform spread of water over the surface. A suitable device for regulating the flow and positive shut-off of the water shall be provided for positive control by the operator.
  - 3. The Engineer will advise the Contractor of any unsatisfactory procedures for dust control. If the unsatisfactory procedures are not corrected promptly, the Engineer may suspend the performance of any or all construction until the condition has been corrected.

**3.4 BULK EXCAVATION**

- A. Unclassified Excavation: Excavate to subgrade elevations regardless of the character of surface and subsurface conditions encountered. Unclassified excavated materials may include rock, soil materials, and obstructions. No changes in the Contract Sum or the Contract Time will be authorized for rock excavation or removal of obstructions.
  - 1. If excavated materials intended for fill and backfill include unsatisfactory materials and rock, replace with satisfactory materials.

**3.5 EXCAVATION FOR WALKS AND PAVEMENTS**

- A. Excavate surfaces under walks and pavements to indicated lines, cross sections, elevations, and subgrades to a tolerance of one-half (½) of an inch.
- B. The depth of excavation and removal of existing sidewalk shall be seven (7) inches minimum.
- C. The depth of excavation and removal of existing driveway shall be nine (9) inches minimum.
- D. The depth of excavation and removal of existing curb shall be as indicated on the appropriate curb detail.

**3.6 DISPOSAL OF MATERIAL OUTSIDE OF THE WORK SITE**

- A. The Contractor shall dispose all waste and excess materials outside the work site and shall pay all costs incurred therefore.
- B. When any material is to be disposed of outside the work site, the Contractor shall first obtain a written permit from the property owner on whose property the disposal is to be made and he shall file with the Owner said permit or a certified copy thereof, together with a written release from the property owner, absolving the Owner from any and all responsibility in connection with the disposal of material on said property.
- C. Contractor in disposing of waste and excess materials shall comply with all Federal, State and Local governmental rules, regulations, laws and ordinances concerning such disposal of waste and excess materials. The Contractor shall provide the Engineer with a copy of any and all required permits and plans upon request.

**3.7 UNAUTHORIZED EXCAVATION**

- A. Unauthorized excavations under pavement, sidewalks, landscaping areas, utilities, sewer lines and other construction areas shall be filled with satisfactory soil to subgrade in accordance with the soil fill requirements.

## 3.8 SUBGRADE UNDERCUTTING

- A. No additional payment will be made for such removal and replacement of Unsuitable Material as directed. Payment shall be considered as being included in the Contract Sum.

## 3.9 STORAGE OF SOIL MATERIALS

- A. Stockpile borrow soil materials and excavated satisfactory soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
  - 1. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

## 3.10 BACKFILL

- A. Place and compact backfill in excavations promptly, but not before completing the following:
  - 1. Construction below finish grade including, where applicable, subdrainage.
  - 2. Removing concrete formwork.
  - 3. Removing trash and debris.
  - 4. Removing temporary shoring and bracing.
  - 5. Installing permanent or temporary horizontal bracing on horizontally supported walls.
- B. Place backfill on subgrades free of mud, frost, snow, or ice.

## 3.11 GRADING

- A. General: Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
  - 1. Provide a smooth transition between adjacent existing grades and new grades.
  - 2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.
  - 3. Slope grades to direct water away from buildings and to prevent ponding.
- B. Site Grading: Finish subgrades to required elevations within the following tolerances when tested with a ten (10) foot straight edge:
  - 1. Lawn or Unpaved Areas: Plus or minus one tenth (0.1) of a foot.
  - 2. Walks: Plus or minus one tenth (0.1) of a foot.
  - 3. Pavements: Plus or minus one tenth (0.1) of a foot.

## 3.12 SUBGRADE INSPECTION

- A. Notify the Engineer when excavations have reached required subgrade.

- B. The Contractor shall proof roll and replace all subgrade as required by the Engineer in accordance with the following:
  - 1. Do not proof-roll wet or saturated subgrades.
  - 2. Completely proof-roll subgrade in one direction at a speed recommended by the Engineer
  - 3. Excavate soft spots, unsatisfactory soils, and areas of excessive pumping or rutting, as determined by Engineer, and replace with compacted suitable material as directed.
  - 4. All Work necessary and required to correct subgrade deficiencies in excavated sections shall be at the Contractor's expense.
- C. Authorized additional excavation and replacement material will be paid for according to Contract provisions for unit prices.
- D. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by the Engineer, without additional compensation.

### 3.13 GEOTEXTILE INSTALLATION

- A. The Contractor shall be required to install Class 4 geotextile fabric on the subgrade prior to installing the stone subbase.
  - 1. The Contractor shall install the Class 4 geotextile fabric in accordance with the requirements set forth in Section 212 in the current edition of the Pennsylvania Department of Transportation's Publication 408. The maximum overlap between rolls is twelve (12) inches with no additional compensation for the cost of the overlapping or pins required for installation.
  - 2. The geotextile shall be pinned to the sub-base using eight (8) penny aluminum nails spaced twelve (12) inches center to center.
  - 3. Trucks shall not be permitted to travel over the fabric when aggregate is being installed. The aggregate shall be placed on the fabric by dumping the trucks and then blading the aggregate onto the fabric with a front loader. The aggregate must be dropped onto the fabric and not shoved over it.
  - 4. Protect the geotextile fabric from traffic and other damage and install the subbase material on it the same day. Protect the geotextile fabric from traffic and other damage and install the subbase material on it the same day.

### 3.14 SUBBASE FOR CEMENT CONCRETE PAVEMENT AND WALKS

- A. For the Concrete Pavement, install six (6) inches of PennDOT 2A limestone on the prepared subgrade free of mud, frost, snow, or ice.
- B. For the Concrete Sidewalks and Driveways, install three (3) inches of PennDOT 2B limestone on the prepared subgrade free of mud, frost, snow, or ice.
- C. Shape subbase to required crown elevations and cross-slope grades.
- D. Place subbase six (6) inches or less in compacted thickness in a single layer.

E. Compact subbase course at optimum moisture content to required grades, lines, cross sections, and thickness to not less than ninety-five (95) percent of maximum dry unit weight according to ASTM D 1557.

### 3.15 PROTECTION

A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.

B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.

1. Scarify or remove and replace soil material to depth as directed by Engineer; reshape and recompact.

C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.

1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

### 3.16 DISPOSAL OF SURPLUS AND WASTE MATERIALS

A. Disposal: Remove surplus satisfactory soil and waste material, including unsatisfactory soil, trash, and debris, and legally dispose of it off Owner's property.

B. Disposal: Transport surplus satisfactory soil to designated storage areas on Owner's property. Stockpile or spread soil as directed by Engineer.

1. Remove waste material, including unsatisfactory soil, trash, and debris, and legally dispose of it off Owner's property.

END OF SECTION 02300

## SECTION 02620 - SUBDRAINAGE

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

- A. General provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

## 1.2 SUMMARY

- A. This Section includes subdrainage systems for the following:
  - 1. Underslab areas.
  - 2. Curb Drains.
  - 3. Landscaped areas.

## 1.3 DEFINITIONS

- A. ABS: Acrylonitrile-butadiene-styrene plastic.
- B. HDPE: High-density polyethylene plastic.
- C. PE: Polyethylene plastic.
- D. PVC: Polyvinyl chloride plastic.
- E. Subdrainage: Drainage system that collects and removes subsurface or seepage water.

## 1.4 SUBMITTALS

- A. Product Data: For the following:
  - 1. Drainage conduits.
  - 2. Geotextile filter fabrics.

## PART 2 - PRODUCTS

## 2.1 MANUFACTURERS

- A. In other Part 2 articles where titles below introduce lists, the following requirements apply to product selection:

1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, manufacturers specified.
2. Manufacturers: Subject to compliance with requirements, provide products by one of the manufacturers specified.

## 2.2 PIPING MATERIALS

- A. Refer to the "Piping Applications" Article in Part 3 for applications of pipe, tube, fitting, and joining materials.

## 2.3 SOIL MATERIALS

- A. Backfill, drainage course, impervious fill, and satisfactory soil materials are specified in Division 2 Section "Earthwork."

## 2.4 PERFORATED-WALL PIPES AND FITTINGS

- A. Perforated PE Pipe and Fittings:
  1. NPS 6 (DN 150) and Smaller: ASTM F 405 or AASHTO M 252, Type CP; corrugated, for coupled joints.
  2. Couplings: Manufacturer's standard, band type.
- B. Perforated PVC Sewer Pipe and Fittings: ASTM D 2729, bell-and-spigot ends, for loose joints.

## 2.5 ROADBED STABILIZING FABRIC

- A. The fabric shall be "Supac 8NP" or equal as manufactured by the Phillips Petroleum Company or FX-80HS manufactured by Carthage Mills for use as a separation barrier. The fabric shall be non-woven polypropylene fabric having the following minimum properties:

weight per oz./sq. yd.	7.6	ASTM D-3776-84
thickness, mils	85	ASTM D-1777-64
tensile, lbs.	200	ASTM D-4632
puncture strength lbs.	100	ASTM D-4833
elongation %	50	ASTM D-4632

## 2.6 GEOTEXTILE FILTER FABRICS

- A. Description: Fabric of PP or polyester fibers or combination of both, with flow rate range from 110 to 330 gpm/sq. ft. when tested according to ASTM D 4491 equivalent to a PennDOT Class 1 geotextile for use around slotted drainage tubing.
  1. Structure Type: Nonwoven, needle-punched continuous filament

2. Style(s): Flat or sock

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Examine surfaces and areas for suitable conditions where subdrainage systems are to be installed.
- B. If subdrainage is required for landscaping, locate and mark existing utilities, underground structures, and aboveground obstructions before beginning installation and avoid disruption and damage of services.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

#### 3.2 EARTHWORK

- A. Excavating, trenching, and backfilling are specified in Division 2 Section "Earthwork."

#### 3.3 PIPING APPLICATIONS

##### A. Underslab Subdrainage Piping:

1. Perforated PE pipe and fittings, couplings, and coupled joints.

##### B. Curb Drain

1. The curb drains shall be constructed with new AASHTO No. 2B stone aggregate to the detailed dimensions. Prior to placing the aggregate, the trench shall be thoroughly compacted and shaped for uniform grade for proper drainage. Four (4) inch, six (6) inch or eight (8) inch ADS slotted drain tubing will be included where specified.
2. After the placement of the curb drain and installation of the curb forms a layer of two ply tar paper or other waterproof membrane shall be placed on the surface of said drain before the placement of the concrete for the curbs.

##### C. Header Piping:

1. ABS pipe and fittings and joints.
2. PE drainage tubing and fittings, couplings, and coupled joints.

#### 3.4 UNDERSLAB DRAINAGE INSTALLATION

- A. Excavate for underslab drainage system after subgrade material has been compacted but before drainage course has been placed. Include horizontal distance of at least 6 inches between drainage

pipe and trench walls. Grade bottom of trench excavations to required slope, and compact to firm, solid bed for drainage system.

- B. Lay flat-style geotextile filter fabric in trench and overlap trench sides.
- C. Place supporting layer of drainage course over compacted subgrade and geotextile filter fabric, to compacted depth of not less than 4 inches
- D. Install drainage piping as indicated in Part 3 "Piping Installation" Article for underslab subdrainage.
- E. Install horizontal drainage panels as follows:
  - 1. Coordinate placement with other drainage materials.
  - 2. Lay perforated drainage pipe at inside edge of footings.
  - 3. Place drainage panel over drainage pipe with core side up. Peel back fabric and wrap fabric around pipe. Locate top of core at bottom elevation of floor slab.
  - 4. Butt additional panels against other installed panels. If panels have plastic flanges, overlap installed panel with flange.

### 3.5 PIPING INSTALLATION

- A. Install piping beginning at low points of system, true to grades and alignment indicated, with unbroken continuity of invert. Bed piping with full bearing in filtering material. Install gaskets, seals, sleeves, and couplings according to manufacturer's written instructions and other requirements indicated.
  - 1. Underslab Subdrainage: Install piping pitched down in direction of flow, at a minimum slope of 1.0 percent.
  - 2. Lay perforated pipe with perforations down.
  - 3. Excavate recesses in trench bottom for bell ends of pipe. Lay pipe with bells facing upslope and with spigot end entered fully into adjacent bell.
  - 4. All drainage piping must outlet into an existing storm structure or connect to existing drainage piping.
- B. Use increasers, reducers, and couplings made for different sizes or materials of pipes and fittings being connected. Reduction of pipe size in direction of flow is prohibited.
- C. Install ABS piping according to ASTM D 2321.
- D. Install PE piping according to ASTM D 2321.

### 3.6 PIPE JOINT CONSTRUCTION

- A. Join ABS pipe and fittings according to ASTM D 2751.

- B. Join PE pipe, tubing, and fittings with couplings for soil-tight joints according to AASHTO's "Standard Specifications for Highway Bridges," Division II, Section 26.4.2.4, "Joint Properties."
- C. Join perforated, PE pipe and fittings with couplings for soil-tight joints according to AASHTO's "Standard Specifications for Highway Bridges," Division II, Section 26.4.2.4, "Joint Properties"; or according to ASTM D 2321.
- D. Special Pipe Couplings: Join piping made of different materials and dimensions with special couplings made for this application. Use couplings that are compatible with and fit materials and dimensions of both pipes.

### 3.7 ROADBED STABILIZATION

- A. The surface shall be free from sharp objects and large loose particles.
- B. Roll out the fabric in the direction of the roadway directly on top of the prepared surface as shown on the detail.
- C. No vehicular or equipment traffic will be permitted on the fabric.
- D. Where several widths of fabric are required, the longitudinal joints shall be overlapped at least (12) inches and pinned together by using 8 penny aluminum nails @ 12 inches center to center.
- E. Placing Bituminous Material on Fabric
  - 1. Placing the hot bituminous Concrete Base Course shall follow the fabric placement as soon as possible.
  - 2. Turning of the paving machine and other vehicles shall be gradual and kept to a minimum to prevent damage to the fabric.
  - 3. Temperature of the hot mix shall not exceed 325 degrees Fahrenheit and should be at a temperature of 275 degrees Fahrenheit.
- F. Placing Aggregate Material on Fabric
  - 1. Trucks will not be permitted to travel over the fabric and the aggregate shall be placed on the fabric by dumping of the trucks and then bladed onto the fabric with a front loader.
  - 2. The aggregate must be dropped onto the fabric and not shoved over it.
  - 3. Finish grading shall be accomplished with a motor grader.

### 3.8 IDENTIFICATION

- A. Materials and their installation are specified in Division 2 Section "Earthwork." Arrange for installation of green warning tapes directly over piping.
  - 1. Install detectable warning tape over nonferrous piping and over edges of underground structures.

## 3.9 FIELD QUALITY CONTROL

- A. Testing: After installing drainage course to top of piping, test drain piping with water to ensure free flow before backfilling. Remove obstructions, replace damaged components, and repeat test until results are satisfactory.

## 3.10 CLEANING

- A. Clear interior of installed piping and structures of dirt and other superfluous material as work progresses. Maintain swab or drag in piping and pull past each joint as it is completed. Place plugs in ends of uncompleted pipe at end of each day or when work stops.

END OF SECTION 02620

## SECTION 02751 - CEMENT CONCRETE PAVEMENT

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

- A. General provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

## 1.2 SUMMARY

- A. This Section includes exterior cement concrete pavement for the following:

1. Walkways.
2. Driveways

- B. Related Sections include the following:

1. Division 2 Section "Earthwork" for subgrade preparation, grading, and subbase course.
2. Division 2 Section "Pavement Joint Sealants" for joint sealants of joints in concrete pavement and at isolation joints of concrete pavement with adjacent construction.

## 1.3 DEFINITIONS

- A. Cementitious Materials: Portland cement alone or in combination with one or more of blended hydraulic cement, fly ash and other pozzolans, and ground granulated blast-furnace slag.

## 1.4 SUBMITTALS

- A. Product Data: For each type of manufactured material and product indicated.
- B. Design Mixtures: For each concrete pavement mixture. Include alternate mixture designs when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.
- C. Qualification Data: For manufacturer
- D. Material Test Reports: From a qualified testing agency indicating and interpreting test results for compliance of the following with requirements indicated, based on comprehensive testing of current materials:

1. Aggregates: Include service record data indicating absence of deleterious expansion of concrete due to alkali-aggregate reactivity.
- E. Material Certificates: Signed by manufacturers certifying that each of the following materials complies with requirements:
  1. Cementitious materials.
  2. Steel reinforcement and reinforcement accessories.
  3. Fiber reinforcement.
  4. Admixtures.
  5. Curing compounds.
  6. Applied finish materials.
  7. Bonding agent or epoxy adhesive.
  8. Joint fillers.
- F. Field quality-control test reports.
- G. Minutes of pre-installation conference.

## 1.5 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Manufacturer of ready-mixed concrete products who complies with ASTM C 94/C 94M requirements for production facilities and equipment.
  1. Manufacturer certified according to NRMCA's "Certification of Ready Mixed Concrete Production Facilities."
- B. Testing Agency Qualifications: An independent agency qualified according to ASTM C 1077 and ASTM E 329 for testing indicated, as documented according to ASTM E 548.
  1. Personnel conducting field tests shall be qualified as ACI Concrete Field Testing Technician, Grade 1, according to ACI CP-01 or an equivalent certification program.
- C. ACI Publications: Comply with ACI 301, "Specification for Structural Concrete," unless modified by requirements in the Contract Documents.
- D. Concrete Testing Service: Engage a qualified independent testing agency to perform material evaluation tests and to design concrete mixtures.

## 1.6 PROJECT CONDITIONS

- A. Traffic Control: Maintain access for vehicular and pedestrian traffic as required for other construction activities.

## PART 2 - PRODUCTS

## 2.1 MANUFACTURERS

A. In other Part 2 articles where titles below introduce lists, the following requirements apply to product selection:

1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, products specified.
2. Products: Subject to compliance with requirements, provide one of the products specified.
3. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, manufacturers specified.
4. Manufacturers: Subject to compliance with requirements, provide products by one of the manufacturers specified.

## 2.2 FORMS

A. Form Materials: Plywood, metal, metal-framed plywood, or other approved panel-type materials to provide full-depth, continuous, straight, smooth exposed surfaces.

1. Use flexible or curved forms for curves with a radius 100 feet or less.
2. Forms shall be of metal or new wood at least ten (10) feet long.
3. Wood forms shall be rigid enough not to bow and deflect when concrete is placed. Worn, broken or distorted forms shall not be used.

B. Form-Release Agent: Commercially formulated form-release agent that will not bond with, stain, or adversely affect concrete surfaces and will not impair subsequent treatments of concrete surfaces.

C. Each form shall be braced and staked in at least three (3) places for each ten (10) foot length, closer if necessary to keep from deforming when concrete is placed.

## 2.3 STEEL REINFORCEMENT

- A. Plain-Steel Welded Wire Reinforcement: ASTM A 185, fabricated from as-drawn steel wire into flat sheets.
- B. Deformed-Steel Welded Wire Reinforcement: ASTM A 497, flat sheet.
- C. Epoxy-Coated Welded Wire Fabric: ASTM A 884/A 884M, Class A, plain steel.
- D. Reinforcing Bars: ASTM A 615/A 615M, Grade 60 deformed.

E. Epoxy-Coated Reinforcing Bars: ASTM A 775/A 775M or ASTM A 934/A 934M; with ASTM A 615/A 615M, Grade 60 deformed bars.

## 2.4 CONCRETE MATERIALS/MIXTURES

A. **Penn DOT Class AA air entrained concrete as a minimum shall be used on this contract.**

B. **All Concrete must be obtained from a Certified Concrete Plant.**

C. Cementitious Material: Use one of the following cementitious materials, of the same type, brand, and source throughout the Project:

1. Portland Cement: ASTM C 150, Type I, non-air Entraining Portland Cement

D. Normal-Weight Aggregates: ASTM C 33 coarse aggregate or better, graded. Provide aggregates from a single source with documented service record data of at least 10 years' satisfactory service in similar applications and service conditions using similar aggregates and cementitious materials.

1. Maximum Coarse-Aggregate (1530lbs/cu.yd) must be slag for reinforced concrete pavement, concrete curb, concrete sidewalk, reinforced concrete drives and any exposed concrete in structures. Limestone aggregate or crushed gravel may be used in place of slag only upon approval of the aggregate and design mix by the engineer. To obtain approval the aggregate mix design must be submitted two (2) weeks before contemplated use. Crushed gravel and/or crushed stone may be used for all other concrete.
2. Fine Aggregate: Type A aggregate; 1220 lbs/cu.yd.

E. Exposed Aggregate: Selected, hard, and durable; washed; free of materials with deleterious reactivity to cement or that cause staining; from a single source, with gap-graded coarse aggregate as follows:

1. Aggregate Sizes: 3/4 to 1 inch (19 to 25 mm), 1/2 to 3/4 inch (13 to 19 mm), 3/8 to 5/8 inch (10 to 16 mm) nominal. The aggregate size shall be as directed by the Municipality.

F. Water: ASTM C 94/C 94M or 33 gallons/cu.yd.

G. Slump shall be 1 inch to 3 inch.

H. Air Entraining Admixtures shall be in accordance with AASHTO Designation M-154 (ASTM C-260-01)

I. Entrained air content shall be 6.5% with a tolerance of plus or minus 1.5%

J. Prepare design mixtures, proportioned according to ACI 301, for each type and strength of normal-weight concrete determined by either laboratory trial mixes or field experience.

1. Use a qualified independent testing agency for preparing and reporting proposed concrete mixture designs for the trial batch method

## 2.5 CURING MATERIALS

- A. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. (305 g/sq. m) dry.
- B. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.
- C. Water: Potable.
- D. Five alternates of curing are proposed, requiring different sealing materials. They include:
  - 1. Seal Tight CS-309 or equal manufactured by W.R. Meadows, Inc.
  - 2. Seal Tight Tiah or equal manufactured by W.R. Meadows, Inc.
  - 3. White polyethylene sheeting
  - 4. Tri-Dar 33/1 Linseed Oil Emulsion Cure/Seal
  - 5. Con-Seal or equal manufactured by Monarch Chemical Company

## 2.6 RELATED MATERIALS

- A. Expansion- and Isolation-Joint-Filler Strips: ASTM D 1751, asphalt-saturated cellulosic fiber (AASHTO-M213)
- B. Sealing of Concrete joints shall be "Sikaflex-1A Elastic Sealant/Adhesive" or equal. The sealant is a one component polyurethane-base material. Color of sealant shall be limestone.
- C. Color Pigment: ASTM C 979, synthetic mineral-oxide pigments or colored water-reducing admixtures; color stable, free of carbon black, nonfading, and resistant to lime and other alkalis.
  - 1. Manufacturers:
    - a. Bayer Corporation.
    - b. ChemMasters.
    - c. Conspec Marketing & Manufacturing Co., Inc.
    - d. Davis Colors.
    - e. Elementis Pigments, Inc.
    - f. Hoover Color Corporation.
    - g. Lambert Corporation.
    - h. Scofield, L. M. Company.
    - i. Solomon Colors.
  - 2. Color: As indicated by manufacturer's designation and as required by the Municipality.
- D. Slip-Resistive Aggregate Finish: Factory-graded, packaged, rustproof, nonglazing, abrasive aggregate of fused aluminum-oxide granules or crushed emery with emery aggregate containing not less than 50 percent aluminum oxide and not less than 20 percent ferric oxide; unaffected by freezing, moisture, and cleaning materials.

E. Bonding Agent: ASTM C 1059, Type II, non-redispersible, acrylic emulsion or styrene butadiene.

F. Epoxy Bonding Adhesive: ASTM C 881, two-component epoxy resin, capable of humid curing and bonding to damp surfaces, of class suitable for application temperature and of grade to requirements, and as follows:

1. Types I and II, non-load bearing or IV and V, load bearing, for bonding hardened or freshly mixed concrete to hardened concrete.

G. Chemical Surface Retarder: Water-soluble, liquid-set retarder with color dye, for horizontal concrete surface application, capable of temporarily delaying final hardening of concrete to a depth of 1/8 to 1/4 inch (3 to 6 mm).

1. Products:
  - a. Burke by Edeco; True Etch Surface Retarder.
  - b. ChemMasters; Exposee.
  - c. Conspec Marketing & Manufacturing Co., Inc.; Delay S.
  - d. Euclid Chemical Company (The); Surface Retarder S.
  - e. Kaufman Products, Inc.; Expose.
  - f. Metalcrete Industries; Surftard.
  - g. Nox-Crete Products Group, Kinsman Corporation; Crete-Nox TA.
  - h. Scofield, L. M. Company; Lithotex.
  - i. Sika Corporation, Inc.; Rugasol-S.
  - j. Vexcon Chemicals, Inc.; Certi-Vex Envioset.

## 2.7 CONCRETE MATERIALS/MIXTURES

- A. All materials must be obtained from a certified concrete plant.
- B. All concrete used must be PennDOT Class AA Concrete

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine exposed subgrades and subbase surfaces for compliance with requirements for dimensional, grading, and elevation tolerances.
- B. Proof-roll prepared subbase surface with heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding.
  1. Completely proof-roll subbase in one direction and repeat in perpendicular direction. Limit vehicle speed to 3 mph.
  2. Proof-roll with a loaded 10-wheel tandem-axle dump truck weighing not less than 15 tons.

3. Subbase with soft spots and areas of pumping or rutting exceeding depth of 1/2 inch require correction according to requirements in Division 2 Section "Earthwork."
4. Concrete curb and sidewalk subbases shall be compacted with a mechanical whacker.

C. Proceed with concrete pavement operations only after nonconforming conditions have been corrected and subgrade is ready to receive pavement.

### 3.2 PREPARATION

- A. Remove loose material from compacted subbase surface immediately before placing concrete.
- B. The subgrade shall be shaped in accordance with the dimensions as shown on the appropriate detail. The subgrade shall be compacted with a minimum 10 ton vibratory roller and any soft spots removed and replaced and recompacted until a uniformly compacted subgrade is accomplished. The grade of the subgrade shall be uniform and shall be four (4) inches below bottom of proposed slab. A layer of PennDOT 2B limestone shall be placed on the subgrade to a three (3) inch thickness after compaction. The grade of the subgrade shall be made to permit the placement of the required depth of pavement and/or base and slag course.
- C. Concrete driveways shall be a minimum of six (6) inches thick and to a width equal to the existing driveway or as specified. The aggregate bed shall be three (3) inches in depth and to a width equal to the existing driveway or as specified. The aggregate bed shall be AASHTO 57 limestone.
- D. Concrete sidewalks shall be a minimum of four (4) inches thick and to a width equal to the existing sidewalk or as specified. The aggregate bed shall be three (3) inches in depth and to a width equal to the existing sidewalk or as specified. The aggregate bed shall be AASHTO 57 limestone.
- E. Minor casting adjustments (less than 2 ½ inches up or down) shall be made to conform to the finished grade of the street, sidewalk or driveway.
- F. Any old casting not re-used on the project are to remain the property of the Municipality and shall be delivered by the contractor to the location specified by the Municipality.

### 3.3 EDGE FORMS AND SCREED CONSTRUCTION

- A. Set, brace, and secure edge forms, bulkheads, and intermediate screed guides for pavement to required lines, grades, and elevations. Install forms to allow continuous progress of work and so forms can remain in place at least 24 hours after concrete placement.
- B. Clean forms after each use and coat with form-release agent to ensure separation from concrete without damage.

### 3.4 STEEL REINFORCEMENT

- A. General: Comply with CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement.

- B. Clean reinforcement of loose rust and mill scale, earth, ice, or other bond-reducing materials.
- C. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position during concrete placement. Maintain minimum cover to reinforcement.
- D. Install welded wire reinforcement in lengths as long as practicable. Lap adjoining pieces at least one full mesh, and lace splices with wire. Offset laps of adjoining widths to prevent continuous laps in either direction.
- E. The concrete driveway shall be reinforced with welded wire fabric 66-44 with a minimum cover of two (2) inches.
- F. The reinforcement shall be welded wire fabric, 612-04, 69 pounds per 100 square feet or a similar fabric which will supply a minimum of 0.148 square inches of steel per foot in a longitudinal direction and 0.040 square inches of steel per foot in a transverse direction. The contractor shall order the necessary reinforcement sufficiently ahead of time to insure that the project will not be delayed due to lack of same. The Municipality will make no allowance or concession nor extension of time due to delays caused by lack of the specified type of reinforcing steel. If the specified welded wire fabric is not readily available the contractor shall submit to the Engineer an alternate which would meet the minimum required steel in both the longitudinal and transverse directions. (The same reinforcement may be used in the 24" concrete roll curb.)
- G. Install fabricated bar mats in lengths as long as practicable. Handle units to keep them flat and free of distortions. Straighten bends, kinks, and other irregularities, or replace units as required before placement. Set mats for a minimum 2-inch overlap of adjacent mats.

### 3.5 JOINTS

- A. General: Form construction, isolation, and contraction joints and tool edgings true to line with faces perpendicular to surface plane of concrete. Construct transverse joints at right angles to centerline, unless otherwise indicated.
  - 1. When joining existing pavement, place transverse joints to align with previously placed joints, unless otherwise indicated.
- B. All joints in new concrete shall be sealed including the joints in straight and rolled curbs, sidewalks, driveway and other concrete structures. The joints between old and new concrete must also be sealed.
- C. Contraction joints in the reinforced concrete pavement and/or base shall be constructed by sawing with a special concrete saw using one or more circular blades, cooled and lubricated with water.
- D. The joints must be sawed after at least eight (8) hours and before three (3) days have passed from the time of concrete pour.
- E. The contraction joints in reinforced concrete pavement and/or base shall be at least a depth of 1-1/2: and a center-to-center maximum spacing of 46.5 feet and slip dowels must be in place as per detail. A steel plate and slip dowels can be used as an alternate. All joints shall be poured with "Sikaflex-1A" joint sealing material as soon as possible after construction of the joint.

- F. Expansion joints in reinforced concrete pavement and/or base shall be constructed with slip dowels, and a minimum 3/4" thick expansion joint filler as detailed. A steel plate, slip dowels and a minimum 3/4" joint filler can be used as an alternate. Spacing shall be at all points of curve, points of tangent and at street intersections. All joints shall be sealed with "Sikaflex-1A" as soon as possible after construction of the joint.
- G. Contraction joints in concrete curbs shall be made every ten (10) feet and a contraction joint shall be in line with each contraction joint in the sidewalk if one abuts said curb. They shall not exceed 1/4" in thickness and shall be formed with steel plates and mastic 1/8" in thickness. Expansion joints 1/2" thick, shall be formed at not more than 100 foot intervals.
- H. Contraction joints in concrete sidewalks shall be spaced at a minimum of five (5) foot intervals and formed with a device to have the completed joint at least 1/2" inch deep. Expansion joints shall be spaced no more than thirty (30) feet apart and formed with 1/4 inch pre-molded filler to the full depth of the slab. The 1/4 inch pre-molded filler shall also be placed adjacent to curbs, other sidewalks, buildings or pavement. If the sidewalk abuts a curb the joints on the sidewalk shall match the joints in the curb.
- I. Contraction joints in concrete driveways shall be spaced at a maximum of five (5) foot intervals and formed with a device to have the completed joint at least 1/2" deep. Expansion joints shall be spaced no more than thirty (30) feet apart and formed with 1/4" thick pre-molded filler to the full depth of the slab. The 1/4" pre-molded filler shall also be placed adjacent to curbs, sidewalks, other driveways, buildings or pavements. If the driveway abuts a curb the joints on the driveway shall match the joints in the curb.
- J. Construction Joints: Set construction joints at side and end terminations of pavement and at locations where pavement operations are stopped for more than one-half hour unless pavement terminates at isolation joints.
  - 1. Continue steel reinforcement across construction joints, unless otherwise indicated. Do not continue reinforcement through sides of pavement strips, unless otherwise indicated.
  - 2. Provide tie bars at sides of pavement strips where indicated.
  - 3. Butt Joints: Use bonding agent or an epoxy bonding adhesive at joint locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.
  - 4. Keyed Joints: Provide preformed keyway-section forms or bulkhead forms with keys, unless otherwise indicated. Embed keys at least 1-1/2 inches into concrete.
  - 5. Doweled Joints: Install dowel bars and support assemblies at joints where indicated. Lubricate or asphalt-coat one-half of dowel length to prevent concrete bonding to one side of joint.
- K. Isolation Joints: Form isolation joints of preformed joint-filler strips abutting concrete curbs, catch basins, manholes, inlets, structures, walks, other fixed objects, and where indicated.
  - 1. Locate expansion joints at intervals of 50 feet unless otherwise indicated.
  - 2. Extend joint fillers full width and depth of joint.
  - 3. Terminate joint filler not less than 1/2 inch or more than 1 inch below finished surface if joint sealant is indicated.
  - 4. Place top of joint filler flush with finished concrete surface if joint sealant is not indicated.
  - 5. Furnish joint fillers in one-piece lengths. Where more than one length is required, lace or clip joint-filler sections together.

6. Protect top edge of joint filler during concrete placement with metal, plastic, or other temporary preformed cap. Remove protective cap after concrete has been placed on both sides of joint.
- L. On any tooled joints or edges of concrete do not use the jointing or edging tool until the surface water has evaporated from the concrete (sheen disappears). Bull float and broom the surface, then finish the joint and edges and use broom to remove the tool marks on the surface.

### 3.6 SEALING OF CONCRETE JOINTS

- A. All joint walls must be sound, clean, dry and free from oil and grease. Curing compound residues and any foreign matter must be thoroughly removed. If the joint is too deep a foam backer rod may be used in conjunction with the sealer. The joint walls must be primed with Sikaflex Primer 429 with a single uniform coat by brush. The primer should dry forty five (45) minutes to one hour. Sikaflex-1A must be installed within eight (8) hours, if not, re-prime the joint.
- B. Apply Sikaflex-1A at a temperature between forty (40) degrees Fahrenheit and one hundred (100) degrees Fahrenheit with a gun and using the twenty (20) ounce sausage. The joint slot should be at mid-point of its expansion and contraction. The joint should be tooled slightly concave and approximately one eighth (1/8) inch below the concrete surface. The pointing tool should be wet with a soap solution.

### 3.7 CONCRETE PLACEMENT

- A. Inspection: Before placing concrete, inspect and complete formwork installation, steel reinforcement, and items to be embedded or cast in. Notify other trades to permit installation of their work.
- B. Remove snow, ice, or frost from subbase surface and reinforcement before placing concrete. Do not place concrete on frozen surfaces.
- C. No concrete shall be placed prior to April 15<sup>th</sup> or after December 1<sup>st</sup> in any year except with special permission of the Engineer and then only if the contractor is prepared to comply with the cold weather requirements as specified in PennDOT Specifications Form 408.
- D. When the air temperature may be expected to drop below forty (40) degrees Fahrenheit at any time during the day or night of the 24 hours following the placing of concrete, there will be required, in addition to covers, three (3) bales of straw hay, weighing approximately 100 pounds, shall be spread for each thirty five (35) square yards of concrete and then covered with a tarpaulin or winter concrete blankets. The concrete shall be maintained at a temperature of not less than fifty (50) degrees Fahrenheit and not more than eighty (80) degrees Fahrenheit for the first proper temperatures. Gradually lower the temperature to the surrounding area for at least three (3) additional days.
- E. Moisten subbase to provide a uniform dampened condition at time concrete is placed. Do not place concrete around manholes or other structures until they are at required finish elevation and alignment.

- F. Comply with ACI 301 requirements for measuring, mixing, transporting, and placing concrete.
- G. Do not add water to concrete during delivery or at Project site.
- H. Do not add water to fresh concrete after testing.
- I. Concrete driveways shall be a minimum of six (6) inches thick and to a width equal to the existing driveway or as specified. The aggregate bed shall be three (3) inches in depth and to a width equal to the existing driveway or as specified. The aggregate bed shall be AASHTO 57 limestone.
- J. Concrete sidewalk shall be a minimum of four (4) inches thick and to a width equal to the existing sidewalk or as specified. The aggregate bed shall be three (3) inches in depth and to a width of the sidewalk or as specified. The aggregate bed shall be AASHTO 57 stone or gravel.
- K. No private, public or contractor vehicles and/or equipment shall be placed or moved on the concrete pavement until ten (10) days have elapsed from time of pour, and then only when earth shoulders are placed against the pavement edges. Opening to traffic shall not constitute a final acceptance of pavement from centerline. The pavement thickness may be modified if so specified in the proposal.
- L. The reinforced concrete base for streets shall be seven (7) inches thick for nine (9) feet from the centerline of paving. The base shall thicken from seven (7) inches to eight (8) inches in the remaining two (2) to three (3) feet of the eleven (11) to twelve (12) feet from centerline. The base thickness may be modified if so specified in the proposal.
- M. After concrete has been placed on one side of the street the contractor shall wait until the concrete has been sufficiently cured for at least ten (10) days, to permit mixing and pouring for that side or shall provide means for mixing and pouring concrete on the berm of that side of the street which remaining unpaved.
- N. Deposit and spread concrete in a continuous operation between transverse joints. Do not push or drag concrete into place or use vibrators to move concrete into place.
- O. The concrete shall be placed in forms in horizontal layers not to exceed five (5) inches and vibrated sufficiently to eliminate all voids.
- P. Concrete shall be poured from the lower elevation to the higher elevation of the proposed road, in an ascending grade.
- Q. The vibrator shall not be operated in one place for more than five (5) seconds.
- R. Consolidate concrete according to ACI 301 by mechanical vibrating equipment supplemented by hand spading, rodding, or tamping.
  - 1. Consolidate concrete along face of forms and adjacent to transverse joints with an internal vibrator. Keep vibrator away from joint assemblies, reinforcement, or side forms. Use only square-faced shovels for hand spreading and consolidation. Consolidate with care to prevent dislocating reinforcement, dowels, and joint devices.

- S. Place concrete in two operations; strike off initial pour for entire width of placement and to the required depth below finish surface. Lay welded wire fabric or fabricated bar mats immediately in final position. Place top layer of concrete, strike off, and screed.
  - 1. Remove and replace concrete that has been placed for more than 15 minutes without being covered by top layer, or use bonding agent if approved by Engineer.
- T. The crown in any pavement or base shall be measured from the high side edge where one edge is higher than the other except where otherwise noted.
- U. Screed pavement surfaces with a straightedge and strike off.
- V. Commence initial floating using bull floats or darbies to impart an open textured and uniform surface plane before excess moisture or bleed water appears on the surface. Do not further disturb concrete surfaces before beginning finishing operations or spreading surface treatments.
- W. Curbs and Gutters: When automatic machine placement is used for curb and gutter placement, submit revised mix design and laboratory test results that meet or exceed requirements. Produce curbs and gutters to required cross section, lines, grades, finish, and jointing as specified for formed concrete. If results are not approved, remove and replace with formed concrete.
- X. Cold-Weather Placement: Comply with ACI 306.1 and as follows. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.
  - 1. When air temperature has fallen to or is expected to fall below 40 deg F, uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not less than 50 deg F and not more than 80 deg F at point of placement.
  - 2. Do not use frozen materials or materials containing ice or snow.
  - 3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in mix designs.
- Y. Hot-Weather Placement: Comply with ACI 301 and as follows when hot-weather conditions exist:
  - 1. Cool ingredients before mixing to maintain concrete temperature below 90 deg F at time of placement. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated to total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.
  - 2. Cover steel reinforcement with water-soaked burlap so steel temperature will not exceed ambient air temperature immediately before embedding in concrete.
  - 3. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade moisture uniform without standing water, soft spots, or dry areas.

## 3.8 REMOVAL OF EXISTING TERRAZZO CONCRETE AND REPLACE WITH EXPOSED AGGREGATE CONCRETE

- A. Under this item, the contractor shall be responsible for the full depth removal of the existing terrazzo sidewalk and concrete base and the construction of new exposed aggregated reinforced concrete sidewalk as required and encountered within the limits of construction.
- B. Under this item, the contractor shall construct all exposed concrete sidewalks with six (6) inches of reinforced concrete on a subbase consisting of 4" of AASHTO No. 57 crushed limestone. The reinforcing shall be 6"x 6" WWF 66-44 wire mesh. The concrete mix shall consist of shot gravel with 5-7% air entrainment, minimum 3500 psi. The exposed aggregate shall be sprayed with retarder Regasol 5 or approved equal. Expansion material shall be placed between granite curb and exposed aggregate sidewalk and existing buildings. The expansion material shall be 1/4" premolded bituminous expansion material. All control joints shall be constructed in accordance with the detail shown on the plan.
- C. The Municipality must approve all aggregate to be used prior to placement.
- D. The contractor shall be responsible for providing positive drainage across the sidewalk to the roadway by providing additional AASHTO #57 crushed limestone (as necessary) to accommodate the 6" reinforced exposed aggregate concrete sidewalk. The contractor shall be aware that they will be responsible to reach the intended slope.
- E. Prior to any exposed aggregate sidewalk being poured a mix design must be provided for review and approval and a 4' x 4' test pad must be poured for approval by the owner and engineer.
- F. At all times, the contractor shall be responsible for maintaining customer access to the businesses affected by construction. This may require plating of areas to facilitate customers, working in sections, working after hours, working on weekends, etc. as required by the Municipality.
- G. Forms shall be of metal or new wood at least ten (10) feet long. Each form shall be braced and staked in at least three (3) places for each ten (10) foot length and closer if necessary to keep from deforming when concrete is placed. They shall be thoroughly cleaned and coated with non-staining oil. Wood forms shall be rigid enough not to bow and deflect when concrete is placed. Worn, broken or distorted forms shall not be used.
- H. The existing sidewalk shall be saw cut at a point 2-feet away from existing curbs, planters, etc. as directed by the Municipality's authorized representative. Saw cutting shall be included in the price of the sidewalk work and no additional compensation will be provided for the saw cutting.
- I. Contraction joints shall be spaced at a minimum of five (5) foot intervals and formed with a device to have the completed joint at least 2 inch deep. Expansion joints shall be spaced no more than thirty (30) feet apart and formed with 1/4 inch pre-molded filler to the full depth of the slab. The 1/4 inch pre-molded filler shall also be placed adjacent to curbs, other sidewalks, buildings or pavement. If the sidewalk abuts a curb the joints on the sidewalk shall match the joints in the curb.
- J. If any rain conductors exist, they shall have a piece of No. 9 gauge wire mesh reinforcing one (1) foot wide placed over them and a construction joint shall be placed over the rain conductor location.

- K. After curing the top of the exposed aggregate concrete shall be treated with a two-coat application of boiled linseed oil diluted with mineral spirits. The linseed oil shall meet the specifications of ASTM D-260 Type 1. The temperature for the application to the concrete surface must be 40°F and rising.
- L. All joints, both expansion and joints against structures, must be sealed.
- M. The sealant shall be "Sikaflex-1A Elastic Sealant/adhesive" or equal. The sealant is a one component polyurethane-base material. Color of sealant shall be selected from the standard colors that the manufacturer produces. The color shall match the finished color of the exposed aggregate concrete. Refer to manufacturer's specifications for more details.
- N. All joints must be sound, clean, dry and free from oil and grease. Curing compound residues and any foreign material must be thoroughly removed. The joint walls must be primed with Sikaflex Primer 429 with a single uniform coat by brush. The primer should dry forty-five (45) minutes to one hour. Sikaflex-1A must be installed within eight (8) hours of priming, if not, reprime the joint.
- O. Apply Sikaflex-1A at a temperature between forty (40) degrees Fahrenheit and one hundred (100) degrees Fahrenheit with a gun and using the twenty (20) ounce sausage. The joint slot should be at the mid-point of its expansion and contraction.
- P. Insulated protection of the concrete shall be required dependent on the weather conditions at the time of pouring and during the curing period. A vis-quene cover shall be considered the minimum protection for the concrete during adverse weather conditions. Whether the concrete requires a vis-quene cover or blankets shall be reserved solely for the Municipality or its authorized representative.
- Q. The joint should be tooled slightly concave and approximately one eighth (1/8) inch below the concrete surface. The pointing tool should be wet with a soap solution.
- R. The cost for sealing the joints shall be included in the unit price for each applicable concrete bid item and includes all material, equipment and labor to perform the work.
- S. If any gas valve, water valve, sewer vents, other utility valves boxes, or utility vaults are encountered during the installation of the exposed aggregate sidewalk, they shall be adjusted to the finished grade of the sidewalk. No additional compensation will be provided for the adjustment of utility valves or vaults to grade within the sidewalk area.

### 3.9 FINISHING

- A. General: Do not add water to concrete surfaces during finishing operations.
- B. Float Finish: Begin the second floating operation when bleed-water sheen has disappeared and concrete surface has stiffened sufficiently to permit operations. Float surface with power-driven floats, or by hand floating if area is small or inaccessible to power units. Finish surfaces to true planes. Cut down high spots and fill low spots. Refloat surface immediately to uniform granular texture.

1. Burlap Finish: Drag a seamless strip of damp burlap across float-finished concrete, perpendicular to line of traffic, to provide a uniform, gritty texture.
2. Medium-to-Fine-Textured Broom Finish: Draw a soft bristle broom across float-finished concrete surface perpendicular to line of traffic to provide a uniform, fine-line texture.
3. Medium-to-Coarse-Textured Broom Finish: Provide a coarse finish by striating float-finished concrete surface 1/16 to 1/8 inch deep with a stiff-bristled broom, perpendicular to line of traffic.

C. The surface of concrete sidewalks shall be brought to a uniform plane surface by means of a wood screed riding on forms. The surface shall then be finished with a wood or magnesium float and fine broom finished. The tool marks for joints and edges shall match the marks in the existing walk. Neither dry cement nor water shall be added to the surface during the finishing process.

D. The portion of the curb to be exposed to the elements shall be finished smooth with a wood or magnesium float. All minor defects shall be filled with cement mortar. No watered brush finish or plastering of the curb will be permitted. All joints and exposed edges shall be tooled to a radius of 1/4" but no tool marks will be permitted to show on the finished curb. Final finish shall be made with a coarse hairbrush.

E. The surface of the concrete driveway slab shall be brought to a uniform plane surface by means of a wood screed riding on forms. The surface shall then be finished with a wood or magnesium float and fine broom finished. The tool marks for joints and edges shall match the marks in the existing driveway. Neither dry cement nor water shall be added to the surface during the finishing process.

F. On any tooled joints or edges of concrete do not use the jointing or edging tool until the surface water has evaporated from the concrete (sheen disappears). Bull float and broom the surface, then finish the joint and edges and use broom to remove the tool marks on the surface.

### 3.10 CONCRETE PROTECTION AND CURING

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures.
- B. Comply with ACI 306.1 for cold-weather protection.
- C. Evaporation Retarder: Apply evaporation retarder to concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h (1 kg/sq. m x h) before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete, but before float finishing.
- D. Begin curing after finishing concrete but not before free water has disappeared from concrete surface.
- E. All concrete curbs, sidewalks, driveways, finished concrete pavement and other exposed concrete surfaces shall be cured and sealed with a two coat application of one of the following four methods:

## 1. Alternate A

First Coat: "Seal tight CS-309 or equal manufactured by W.R. Meadows Inc. shall be applied as soon as surface water disappears and the concrete will not be marred. Apply evenly over the entire surface that is to be cured and sealed. Avoid puddling. Foot traffic should be restricted for at least twelve (12) hours. One gallon will cover 200 to 600 square feet of surface depending upon the porosity and finish of the concrete. The compound must be applied as uniformly as possible to form a complete film. Use a garden type sprayer with neoprene hose and gaskets for application of compound. Do not apply if the temperature is less than forty (40) degrees Fahrenheit.

Second Coat: If a second coat is required in the proposal, it shall consist of a uniform application of "Sealtight Tiah" or equal, as manufactured by W.R. Meadows, Inc. The second coat shall be applied in accordance with the manufacturer's specifications.

## 2. Alternate B – At his discretion, the Engineer may approve this alternate method of curing and sealing when requested in writing by the Contractor.

Curing: White polyethylene sheeting, minimum 4 mil thickness, shall conform to the requirements of PennDOT Specification, Form 408 latest revisions and used to cover all exposed concrete as soon as the material will not mar the concrete surface. The sheeting shall be weighted down to prevent premature removal and improper curing. The covers shall remain in place for a period of 96 hours, if so directed by the Engineer.

Curing operations shall commence as soon as possible after the edging and finishing is completed and in no case more than two (2) hours thereafter.

Sealing: The sealing of concrete surfaces shall conform to the requirements of PennDOT Specification, 1983 Edition, Section 503 only when used in conjunction with the curing of said concrete with Polyethylene sheeting.

Two applications of boiled linseed oil shall be used with each application consisting of 0.02 gallons per square yard. The first coat must be applied with the concrete is thoroughly dry and the second coat at least 24 hours after the first coat. The surface must be closed to traffic for at least four (4) hours for the first coat and at least six (6) hours for the second coat.

## 3. Alternate C

The curing and sealing of concrete surfaces shall be accomplished by the use of one coat of Tri-Dar 33/1 Linseed Oil Emulsion Cure/Seal System manufactured by Tamms meeting ASTM:C309 & AASHTO: M-148 Specifications with maximum coverage of 200 square feet per gallon of emulsion. Application shall be in accordance with manufacturer's specifications.

## 4. Alternate D

The curing and sealing of concrete surfaces shall be accomplished by using Con-Seal manufactured by Monarch Chemical Company. It shall be applied as soon as surface water

disappears and the concrete surface will not be marred by walking workmen. Apply evenly over the entire surface to be cured and sealed; avoid puddling in low areas.

Con-Seal must be applied to form a uniform film by sprayer, long-nap roller, soft-bristle broom or lamb's wool applicator. Standard garden-type sprayers, equipped with a neoprene hose and gaskets, are recommended for best results.

Maximum coverage shall be 300 square feet per gallon, of concrete surface.

Do not apply if the temperature of the concrete surface is less than 40 degrees Fahrenheit.

Con-Seal is flammable and should be kept away from heat and open flame. Con-Seal should be used with normal precautions, avoid prolonged contact with skin, use with adequate ventilation and avoid prolonged breathing of vapor.

Con-Seal meets provisions of ASTM Specification C-309-58, AASHTO Specifications M-148.

### 3.11 PAVEMENT TOLERANCES

A. Comply with tolerances of ACI 117 and as follows:

1. Elevation: 1/4 inch (6 mm).
2. Thickness: Plus 3/8 inch (10 mm), minus 1/4 inch (6 mm).
3. Surface: Gap below 10-foot- (3-m-) long, unleveled straightedge not to exceed 1/4 inch (6 mm).
4. Lateral Alignment and Spacing of Tie Bars and Dowels: 1 inch (25 mm).
5. Vertical Alignment of Tie Bars and Dowels: 1/4 inch (6 mm).
6. Alignment of Tie-Bar End Relative to Line Perpendicular to Pavement Edge: 1/2 inch (13 mm).
7. Alignment of Dowel-Bar End Relative to Line Perpendicular to Pavement Edge: Length of dowel 1/4 inch per 12 inches (6 mm per 300 mm).
8. Contraction Joint Depth: Plus 1/4 inch (6 mm), no minus.
9. Joint Width: Plus 1/8 inch (3 mm), no minus.

### 3.12 FIELD QUALITY CONTROL

A. Testing Agency: The Contractor must engage a qualified independent testing and inspecting agency to perform field tests and inspections and prepare test reports if required.

B. Testing Services: Testing of composite samples of fresh concrete obtained according to ASTM C 172 shall be performed according to the following requirements:

1. Testing Frequency: As determined by the Municipality and for those properties the Owner requires including but not limited to:
  - a. Slump: ASTM C 143/C 143M
  - b. Air Content: ASTM C 231, pressure method

- c. Concrete Temperature: ASTM C 1064
- d. Compression Test Specimens: ASTM C 31/C 31M
- e. Coordinate number of compression test specimens in subparagraph above with number of compressive-strength tests in subparagraph and associated subparagraph below.
- f. Compressive-Strength Tests: ASTM C 39/C 39M.

C. Strength of each concrete mix will be satisfactory if average of any 3 consecutive compressive-strength tests equals or exceeds specified compressive strength and no compressive-strength test value falls below specified compressive strength by more than 500 psi (3.4 MPa).

D. Test results shall be reported in writing to Owner, concrete manufacturer, and Contractor within 48 hours of testing. Reports of compressive-strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing and inspecting agency, location of concrete batch in Work, design compressive strength at 28 days, concrete mixture proportions and materials, compressive breaking strength, and type of break for both 7- and 28-day tests.

E. Additional Tests: Testing and inspecting agency shall make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by Owner.

F. Remove and replace concrete pavement where test results indicate that it does not comply with specified requirements.

G. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.

### 3.13 BACKFILLING

A. The contractor shall not backfill against walks, driveways, curbs, etc. until concrete forms have been removed, concrete cured and authorization has been given by the Engineer. All debris, etc. shall be removed from top to bottom of all excavations prior to all backfilling operations. In lawn or ground covers areas, backfilling shall be done with clean earth placed in six (6) inch compacted layers.

### 3.14 REPAIRS AND PROTECTION

A. Remove and replace concrete pavement that is broken, damaged, or defective or that does not comply with requirements in this Section.

B. Drill test cores, where directed by Engineer, when necessary to determine magnitude of cracks or defective areas. Fill drilled core holes in satisfactory pavement areas with Portland cement concrete bonded to pavement with epoxy adhesive.

C. Protect concrete from damage. Exclude traffic from pavement for at least 14 days after placement. When construction traffic is permitted, maintain pavement as clean as possible by removing surface stains and spillage of materials as they occur.

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ROOT DAMAGED CONCRETE SIDEWALK  
MAINTENANCE CONTRACT

C-97004-0128

D. Maintain concrete pavement free of stains, discoloration, dirt, and other foreign material. Sweep concrete pavement not more than two days before date scheduled for Substantial Completion inspections.

END OF SECTION 02751

## SECTION 02764 - PAVEMENT JOINT SEALANTS

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

- A. General provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

## 1.2 SUMMARY

- A. This Section includes the following:

1. Expansion and contraction joints within cement concrete pavement.
2. Joints between cement concrete and asphalt pavement.

- B. Related Sections include the following:

1. Division 2 Section "Cement Concrete Pavement" for constructing joints in concrete pavement.
2. Division 2 Section "Joint Sealants" for sealing non-traffic and traffic joints in locations not specified in this Section.

## 1.3 SUBMITTALS

- A. Product Data: For each joint-sealant product indicated.
- B. Product Certificates: For each type of joint sealant and accessory, signed by product manufacturer.

## 1.4 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to Project site in original unopened containers or bundles with labels indicating manufacturer, product name and designation, color, expiration date, pot life, curing time, and mixing instructions for multi-component materials.
- B. Store and handle materials to comply with manufacturer's written instructions to prevent their deterioration or damage due to moisture, high or low temperatures, contaminants, or other causes.

## 1.5 PROJECT CONDITIONS

- A. Do not proceed with installation of joint sealants under the following conditions:

1. When ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer.
2. When ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer or are below 40 deg F
3. When joint substrates are wet or covered with frost.
4. Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated.
5. Where contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, products listed in other Part 2 articles.
- B. Products: Subject to compliance with requirements, provide one of the products listed in other Part 2 articles.

### 2.2 MATERIALS, GENERAL

- A. Compatibility: Provide joint sealants, backing materials, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint-sealant manufacturer based on testing and field experience.

### 2.3 COLD-APPLIED JOINT SEALANTS

- A. Multicomponent Jet-Fuel-Resistant Sealant for Concrete: Pourable, chemically curing elastomeric formulation complying with the following requirements for formulation and with ASTM C 920 for type, grade, class, and uses indicated:
  1. Urethane Formulation: Type M; Grade P; Class 12-1/2; Uses T, M, and, as applicable to joint substrates indicated, O.
  2. Coal-Tar-Modified Polymer Formulation: Type M; Grade P; Class 25; Uses T and, as applicable to joint substrates indicated, O.
  3. Bitumen-Modified Urethane Formulation: Type M; Grade P; Class 25; Uses T, M, and, as applicable to joint substrates indicated, O.
- B. Single-Component Jet-Fuel-Resistant Urethane Sealant for Concrete: Single-component, pourable, coal-tar-modified, urethane formulation complying with ASTM C 920 for Type S; Grade P; Class 25; Uses T, M, and, as applicable to joint substrates indicated, O.

- C. Type NS Silicone Sealant for Concrete: Single-component, low-modulus, neutral-curing, nonsag silicone sealant complying with ASTM D 5893 for Type NS.
- D. Type SL Silicone Sealant for Concrete and Asphalt: Single-component, low-modulus, neutral-curing, self-leveling silicone sealant complying with ASTM D 5893 for Type SL.
- E. Multicomponent Low-Modulus Sealant for Concrete and Asphalt: Proprietary formulation consisting of reactive petropolymer and activator components producing a pourable, self-leveling sealant.

#### 2.4 HOT-APPLIED JOINT SEALANTS

- A. Jet-Fuel-Resistant Elastomeric Sealant for Concrete: Single-component formulation complying with ASTM D 3569.
- B. Jet-Fuel-Resistant Sealant for Concrete and Tar Concrete: Single-component formulation complying with ASTM D 3581.
- C. Elastomeric Sealant for Concrete: Single-component formulation complying with ASTM D 3406.
- D. Sealant for Concrete and Asphalt: Single-component formulation complying with ASTM D 3405.

#### 2.5 JOINT-SEALANT BACKER MATERIALS

- A. General: Provide joint-sealant backer materials that are non-staining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by joint-sealant manufacturer based on field experience and laboratory testing.
- B. Round Backer Rods for Cold- and Hot-Applied Sealants: ASTM D 5249, Type 1, of diameter and density required to control sealant depth and prevent bottom-side adhesion of sealant.
- C. Backer Strips for Cold- and Hot-Applied Sealants: ASTM D 5249; Type 2; of thickness and width required to control sealant depth, prevent bottom-side adhesion of sealant, and fill remainder of joint opening under sealant.
- D. Round Backer Rods for Cold-Applied Sealants: ASTM D 5249, Type 3, of diameter and density required to control sealant depth and prevent bottom-side adhesion of sealant.

#### 2.6 PRIMERS

- A. Primers: Product recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.

## PART 3 - EXECUTION

## 3.1 EXAMINATION

- A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting joint-sealant performance.
  - 1. Proceed with installation only after unsatisfactory conditions have been corrected.

## 3.2 PREPARATION

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions.
- B. Joint Priming: Prime joint substrates where indicated or where recommended in writing by joint-sealant manufacturer, based on preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.

## 3.3 INSTALLATION OF JOINT SEALANTS

- A. General: Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.
- B. Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- C. Install backer materials of type indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
  - 1. Do not leave gaps between ends of backer materials.
  - 2. Do not stretch, twist, puncture, or tear backer materials.
  - 3. Remove absorbent backer materials that have become wet before sealant application and replace them with dry materials.
- D. Install sealants using proven techniques that comply with the following and at the same time backings are installed:
  - 1. Place sealants so they directly contact and fully wet joint substrates.
  - 2. Completely fill recesses provided for each joint configuration.
  - 3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.
- E. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified below to form smooth, uniform beads

of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.

1. Remove excess sealants from surfaces adjacent to joint.
2. Use tooling agents that are approved in writing by joint-sealant manufacturer and that do not discolor sealants or adjacent surfaces.

F. Provide joint configuration to comply with joint-sealant manufacturer's written instructions, unless otherwise indicated.

G. Provide recessed joint configuration for silicone sealants of recess depth and at locations indicated.

#### 3.4 CLEANING

A. Clean off excess sealants or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved by manufacturers of joint sealants and of products in which joints occur.

#### 3.5 PROTECTION

A. Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated joint sealants immediately and replace with joint sealant so installations with repaired areas are indistinguishable from the original work.

END OF SECTION 02764

## SECTION 02920 - LAWNS AND GRASSES

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

- A. General provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

## 1.2 SUMMARY

- A. This Section includes the following:

1. Seeding.
2. Sodding.
3. Lawn renovation.

- B. Related Sections include the following:

1. Division 2 Section "Earthwork" for excavation, filling and backfilling, and rough grading.
2. Division 2 Section "Subdrainage" for subsurface drainage.

## 1.3 DEFINITIONS

- A. Finish Grade: Elevation of finished surface of topsoil.
- B. Manufactured Soil: Soil produced off-site by homogeneously blending mineral soils or sand with stabilized organic soil amendments to produce topsoil.
- C. Nursery: A company specializing in growing and cultivating the plants specified in this section. The company shall have a minimum of five (5) years of documented experience.
- D. Penn D.O.T.: Pennsylvania Department of Transportation
- E. Planting Soil: Native or imported topsoil, manufactured topsoil, or surface soil modified to become topsoil; mixed with soil amendments.
- F. Subgrade: Surface or elevation of subsoil remaining after completing excavation, or top surface of a fill or backfill immediately beneath topsoil.

## 1.4 SUBMITTALS

- A. Product Data: For each type of product indicated.

- B. Certification of Grass Seed: From seed vendor for each grass-seed monostand or mixture stating the botanical and common name and percentage by weight of each species and variety, and percentage of purity, germination, and weed seed. Include the year of production and date of packaging.
- C. Product Certificates: For soil amendments and fertilizers, signed by product manufacturer.
- D. Imported Topsoil: Penn D.O.T. certifications from the supplier.
- E. Qualification Data: For a Penn D.O.T. landscape contractor.

#### 1.5 REGULATORY REQUIREMENTS

- A. Comply with regulatory agencies, Fertilizer Law of Pennsylvania of 1956, P.L. 1795 as amended for fertilizer and herbicide composition.
- B. Seed per Pennsylvania Seed Act of 1965, Act No. 187 as amended.

#### 1.6 QUALITY ASSURANCE

- A. Seed Mixture: Provide seed mixtures in containers showing percentage of seed mix, germination, year of production, net weight, date of packaging and location of packaging. Use no seed older than nine months.
- B. Installer Qualifications: A Penn D.O.T. landscape contractor whose work has resulted in successful lawn establishment.

#### 1.7 DELIVERY, STORAGE, AND HANDLING

- A. Seed: Deliver seed in original sealed, labeled, and undamaged containers.
- B. Fertilizer: Deliver fertilizer in waterproof bags showing weight, chemical analysis and name of manufacturer.
- C. Sod: Harvest, deliver, store, and handle sod according to requirements in TPI's "Specifications for Sod Materials".

#### 1.8 SCHEDULING

- A. Planting Restrictions: Plant during one of the following periods.
  - 1. Spring Planting: March 15 to May 15
  - 2. Fall Planting: August 15 to October 15
  - 3. Immediately following backfilling new curbs, sidewalks and sewer trenches
- B. Weather Limitations: Proceed with planting only when existing and forecasted weather conditions permit.

## 1.9 LAWN MAINTENANCE

- A. Begin maintenance immediately after each area is planted and continue until acceptable lawn is established, but for not less than the following periods:
  - 1. Seeded Lawns: Sixty (60) days from date of Substantial Completion.
    - a. When full maintenance period has not elapsed before end of planting season, or if lawn is not fully established, continue maintenance during next planting season.
- B. Maintain and establish lawn by watering, fertilizing, weeding, mowing, trimming, replanting, and other operations. Roll, regrade, and replant bare or eroded areas and remulch to produce a uniformly smooth lawn.
  - 1. In areas where mulch has been disturbed by wind or maintenance operations, add new mulch. Anchor as required to prevent displacement.
- C. Watering: Provide and maintain temporary piping, hoses, and lawn-watering equipment to convey water from sources and to keep lawn uniformly moist to a depth of 4 inches.
  - 1. Schedule watering to prevent wilting, puddling, erosion, and displacement of seed or mulch. Lay out temporary watering system to avoid walking over muddy or newly planted areas.
  - 2. Water lawn at a minimum rate of 1 inch (25 mm) per week.

## PART 2 - PRODUCTS

## 2.1 SEED

- A. Grass Seed: Fresh, clean, dry, new-crop seed complying with AOSA's "Journal of Seed Technology; Rules for Testing Seeds" for purity and germination tolerances.
- B. Permanent Seeding for Mowed Lawn Areas:

Seed requirements meeting the specifications Section 804 set forth in the current edition PennDOT's Publication 408 for Formula B.

Or

<u>Name</u>	<u>Proportion by Weight</u>	<u>Purity</u>	<u>Min. % Germ.</u>	<u>Max.% Weed Seed</u>
Poa pratensis				
Kentucky Bluegrass (Use 3 or more vari. or types)	50%	85%	85%	0.20%
Lolium perenne				
Turf-Type Perennial Ryegrass				
Penn-Fine Perennial Ryegrass	25%	98%	90%	0.20%
Citation II Perennial Ryegrass	25%	98%	90%	0.20%

## 02920 LAWNS AND GRASSES

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## 2.2 TOPSOIL

A. Topsoil: Natural or cultivated surface-soil layer containing not less than 2% or more than 10% of organic matter, as specified in AASHTO designation T194. The material contains sand, silt, and clay particles; friable, pervious, and black or a darker shade of brown, gray, or red than underlying subsoil; reasonably free of subsoil, clay lumps, gravel, and other objects more than two (2) inches in diameter. Topsoil shall be free of subsoil and weeds, roots, toxic materials, or other nonsoil materials.

1. Topsoil Source: Reuse surface soil stockpiled on-site. Verify suitability of stockpiled surface soil to produce topsoil. Clean surface soil of roots, plants, sod, stones, clay lumps, and other extraneous materials harmful to plant growth.
2. Topsoil Source: Import topsoil or manufactured topsoil from off-site sources. Obtain topsoil displaced from naturally well-drained construction or mining sites approved by Penn D.O.T.

## 2.3 FERTILIZER

A. Slow-Release Fertilizer: Granular or pelleted fertilizer consisting of 50 percent water-insoluble nitrogen, phosphorus, and potassium in the following composition:

1. Composition: 20 percent nitrogen, 10 percent phosphorous, and 10 percent potassium, by weight.
2. Composition: Nitrogen, phosphorous, and potassium in amounts recommended in soil reports from a qualified soil-testing agency.

## 2.4 MULCHES

A. Mushroom Manure: Shall comply with the specifications set forth in Section 805 in the current edition of Penn D.O.T.'s Publication 408.

## 2.5 EROSION-CONTROL MATERIALS

A. Erosion-Control Blankets: Biodegradable wood excelsior, straw, or coconut-fiber mat enclosed in a photodegradable plastic mesh. Include manufacturer's recommended steel wire staples, six (6) inches long.

B. Erosion-Control Fiber Mesh: Biodegradable twisted jute or spun-coir mesh, a minimum of 0.92 lb/sq. yd., with 50 to 65 percent open area. Include manufacturer's recommended steel wire staples, 6 inches long.

## PART 3 - EXECUTION

## 3.1 EXAMINATION

- A. Examine areas to receive lawns and grass for compliance with requirements and other conditions affecting performance. Proceed with installation only after unsatisfactory conditions have been corrected.

## 3.2 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities, trees, shrubs, and plantings from damage caused by planting operations.
  - 1. Protect adjacent and adjoining areas from hydroseeding overspray.
- B. Provide erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.

## 3.3 LAWN PREPARATION

- A. Limit lawn subgrade preparation to areas to be planted.
- B. Newly Graded Subgrades: Loosen subgrade to a minimum depth of 6 inches. Remove stones larger than 1 inch in any dimension and sticks, roots, rubbish, and other extraneous matter and legally dispose of them off Owner's property.
  - 1. Apply fertilizer directly to subgrade before loosening.
  - 2. Install four (4) inches of topsoil to the loosened subgrade.
- C. Finish Grading: Grade planting areas to a smooth, uniform surface plane with loose, uniformly fine texture. Grade to within plus or minus 1/2 inch of finish elevation. Roll and rake, remove ridges, and fill depressions to meet finish grades. Limit fine grading to areas that can be planted in the immediate future.
- D. Moisten prepared lawn areas before planting if soil is dry. Water thoroughly and allow surface to dry before planting. Do not create muddy soil.
- E. Restore areas if eroded or otherwise disturbed after finish grading and before planting.

## 3.4 SEEDING

- A. Sow seed with spreader or seeding machine. Do not broadcast or drop seed when wind velocity exceeds 5 mph. Evenly distribute seed by sowing equal quantities in two directions at right angles to each other.
  - 1. Do not use wet seed or seed that is moldy or otherwise damaged.
  - 2. Do not sow seed immediately following a rain or when the ground is excessively dry.

## B. Permanent Seeding for Mowed Lawn Areas:

1. The seed rate shall conform with the specifications set forth in Section 804 in the current edition of Penn D.O.T.'s Publication 408.
2. Seed at a rate of four (4) pounds per 1,000 S.F.
3. As specified on the Contract Drawings.

C. Rake seed lightly into top 1/8 inch of topsoil, roll lightly, and water with fine spray.

D. Protect seeded areas with slopes exceeding 1:6 with erosion-control fiber mesh and 1:4 with erosion-control blankets installed and stapled according to manufacturer's written instructions.

E. Protect seeded areas with slopes not exceeding 1:6 by spreading straw mulch. Spread uniformly at a minimum rate of 1,200 pounds per 1000 square yards. Spread by hand, blower, or other suitable equipment.

1. Anchor straw mulch by crimping into topsoil with suitable mechanical equipment.
2. Bond straw mulch by spraying with nonasphaltic emulsion at the rate recommended by the manufacturer. Take precautions to prevent damage or staining of structures or other plantings adjacent to mulched areas. Immediately clean damaged or stained areas.

F. Protect seeded areas with slopes not exceeding 1:4 with mushroom manure mulch. Apply the mulch in accordance with the specifications set forth in Section 805 of PennDOT's Publication 408.

G. Protect seeded areas with mulch the same day the seed is applied.

## 3.5 LAWN RENOVATION

A. Renovate existing lawn and areas damaged by Contractor's operations, such as storage of materials or equipment and movement of vehicles.

1. Reestablish lawn where settlement or washouts occur or where minor regrading is required.

B. Remove sod and vegetation from diseased or unsatisfactory lawn areas; do not bury in soil.

C. Remove topsoil containing foreign materials resulting from Contractor's operations, including oil drippings, fuel spills, stone, gravel, and other construction materials, and replace with new topsoil.

D. Install topsoil and seed as required for new lawn areas.

## 3.6 SATISFACTORY LAWNS

A. Satisfactory Seeded Lawn: At end of maintenance period, a healthy, uniform, close stand of grass has been established, free of weeds and surface irregularities.

- B. Reestablish lawns that do not comply with requirements and continue maintenance until lawns are satisfactory.

### 3.7 CLEANUP AND PROTECTION

- A. Promptly remove soil and debris created by lawn work from paved areas. Clean wheels of vehicles before leaving site to avoid tracking soil onto roads, walks, or other paved areas.
- B. Erect barricades and warning signs as required protecting newly planted areas from traffic. Maintain barricades throughout maintenance period and remove after lawn is established.
- C. Remove erosion-control measures after grass establishment period.

END OF SECTION 02920

## SECTION 07920 - JOINT SEALANTS

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

- A. General provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

## 1.2 SUMMARY

- A. This Section includes joint sealants for the following applications:

- 1. Exterior joints in the following vertical surfaces and horizontal non-traffic surfaces:

- a. Construction joints in cast-in-place concrete.

- 2. Exterior joints in the following horizontal traffic surfaces:

- a. Isolation and contraction joints in cast-in-place concrete slabs.

- B. Related Sections include the following:

- 1. Division 2 Section "Pavement Joint Sealants" for sealing joints in pavements, walkways, and curbing.

## 1.3 PERFORMANCE REQUIREMENTS

- A. Provide elastomeric joint sealants that establish and maintain watertight and airtight continuous joint seals without staining or deteriorating joint substrates.
- B. Product Certificates: For each type of joint sealant and accessory, signed by product manufacturer.
- C. SWRI Validation Certificate: For each elastomeric sealant specified to be validated by SWRI's Sealant Validation Program.
- D. Qualification Data: For Installer
- E. Warranties: Special warranties specified in this Section.

## 1.4 QUALITY ASSURANCE

- A. Installer Qualifications: Manufacturer's authorized Installer who is approved or licensed for installation of elastomeric sealants required for this Project.
- B. Source Limitations: Obtain each type of joint sealant through one source from a single manufacturer.

## 1.5 PROJECT CONDITIONS

- A. Do not proceed with installation of joint sealants under the following conditions:
  - 1. When ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer or are below 40 deg F.
  - 2. When joint substrates are wet.
  - 3. Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated.
  - 4. Contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

## PART 2 - PRODUCTS

## 2.1 MANUFACTURERS

- A. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, products listed in other Part 2 articles.
- B. Products: Subject to compliance with requirements, provide one of the products listed in other Part 2 articles.

## 2.2 MATERIALS, GENERAL

- A. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by sealant manufacturer, based on testing and field experience.
- B. All expansion joints in concrete pavement, curbs, sidewalks, driveway and other concrete structures shall be a sealant from W.R. Meadows, Inc. "Gardox" joint sealant, W.R. Meadows "Sealtight 3405" or equal. Refer to manufacturer's specifications for more details.
- C. The sealant for cracks in the existing pavement and curbs shall be Sika "Sikadur 51-SL", Crafco Inc. "Crafco Brand Rubber Sealant" or equal. Refer to manufacturer's specifications for more details.
- D. The sealant for expansion, contraction, transverse and longitudinal joints in existing concrete base, new concrete base or concrete pavement to be overlaid with a bituminous pavement shall

be W.R. Meadows, Inc. "Gardox" joint sealant, W.R. Meadows "Sealtight 3405" or equal. Refer to manufacturer's specifications for more details.

## 2.3 MISCELLANEOUS MATERIALS

- A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated.
  - 1. When using "Gardox", the joint walls must be primed with P/G Primer.
- B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants to joint substrates.
- C. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting joint-sealant performance.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions and the following requirements:
  - 1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.
  - 2. Clean porous joint substrate surfaces by brushing, grinding, blast cleaning, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air. Porous joint substrates include the following:
    - a. Concrete.

- b. Masonry.
- c. Unglazed surfaces of ceramic tile.

3. Remove laitance and form-release agents from concrete.

B. Joint Priming: Prime joint substrates, where recommended in writing by joint-sealant manufacturer, based on preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.

**3.3 INSTALLATION OF JOINT SEALANTS**

- A. General: Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.
- B. Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- C. The sealant shall be applied at a temperature between forty (40) degrees Fahrenheit and one hundred (100) degrees Fahrenheit.
- D. The joint slot should be at the mid-point of its expansion and contraction.
- E. Cracks shall be routed to a minimum width of three eights (3/8) of an inch and a minimum depth of one (1) inch.
- F. The joint must have a minimum width of one half (1/2) inch and a depth of at least one and a half (1 1/2) times the width of the joint.
- G. The joint must be formed by sawing, routing or during construction.
- H. The joint shall be poured to be level with the top of the adjacent concrete slab.
- I. Cracks shall be filled as soon as practical after they are cleaned but no later than the same day they are cleaned. It is imperative that no foreign material enter the crack and joints before they are sealed.
- J. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.
  - 1. Remove excess sealant from surfaces adjacent to joints.
  - 2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
  - 3. Provide concave joint configuration per Figure 5A in ASTM C 1193, unless otherwise indicated.
  - 4. Provide flush joint configuration where indicated per Figure 5B in ASTM C 1193.

5. Provide recessed joint configuration of recess depth and at locations indicated per Figure 5C in ASTM C 1193.
  - a. Use masking tape to protect surfaces adjacent to recessed tooled joints.

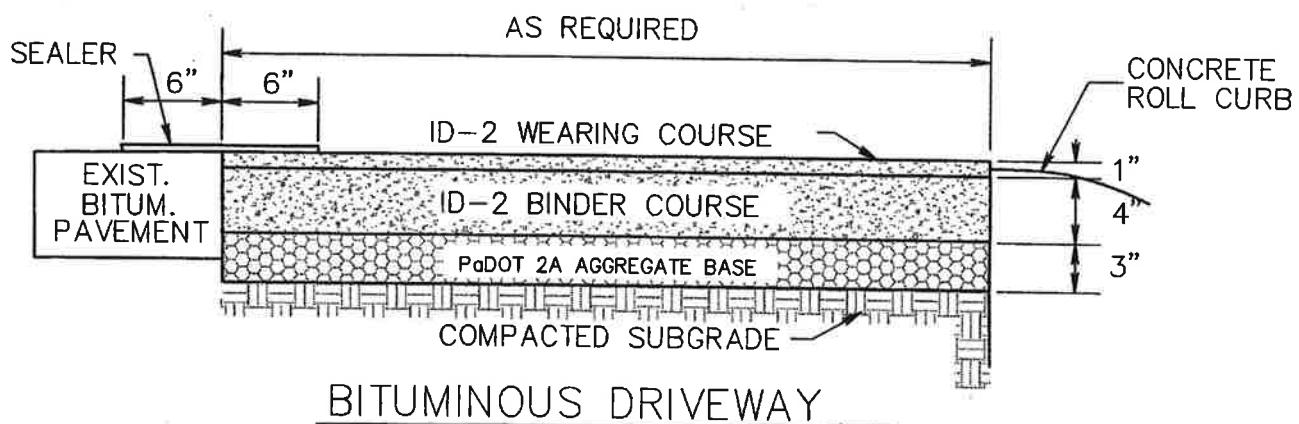
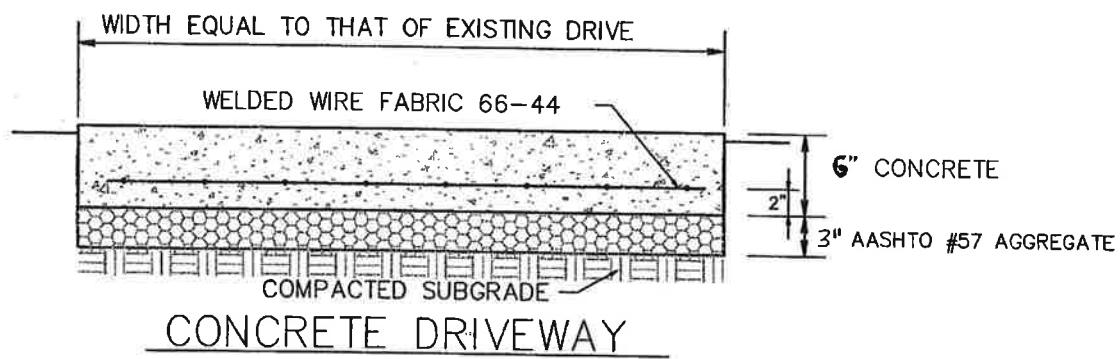
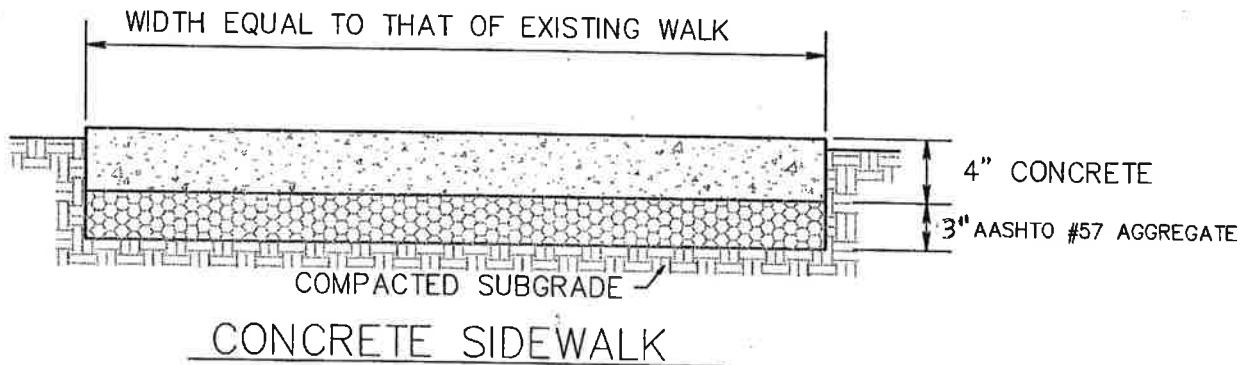
#### 3.4 CLEANING

- A. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

#### 3.5 PROTECTION

- A. Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from original work.

END OF SECTION 07920



SCALE:

NOT TO  
SCALE

SIDEWALK AND DRIVEWAY  
DETAILS

DETAIL:

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