

CITY OF ABERDEEN



CONDITIONS AND SPECIFICATIONS FOR Swan Meadows Water & Sewer Improvements #22-18

August 2026

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Appendix A – City of Aberdeen Addendum to Harford County Approved List of Suppliers and Materials for Water and Sewer Construction dated August 17, 2026

Incorporated by Reference:

1. Harford County Department of Public Works Division of Water and Sewer – Standard Specifications and Details General Rules and Regulations Part 14 (January 2026)
2. Harford County Department of Public Works – Standard Specifications for Construction and Materials (May 2003)

ADVERTISEMENT FOR BIDS

Sealed Bids for the construction of the Swan Meadows Utility Improvements, Contract 22-18 will be received, by the City of Aberdeen, at City Hall, 60 N Parke Street, Aberdeen, MD 21001, until 1:00 PM local time on Thursday, September 17th, 2026, at which time the Bids received will be publicly opened. The Project consists of the replacement and improvement to approximately 7,800 linear feet of water main, 9,750 linear feet of sanitary sewer and associated appurtenances, as well as asphalt trench repair and restoration of affected curb and sidewalk within the right of way throughout the community of Swan Meadows.

Bids will be received for a single prime Contract. Bids shall be evaluated on a combination of price, qualifications, and project approach as indicated in the Bid Documents.

The Issuing Office for the Bidding Documents:

City of Aberdeen
60 N Parke Street
Aberdeen, MD 21001
Attn: Procurement

Electronic specifications and bid forms are available on the city website www.aberdeenmd.gov/bids.

A pre-bid conference will be held at 1:00 PM local time on Monday, August 24th, 2026 at City of Aberdeen, 60 N Parke Street Aberdeen, MD 21001. Digital copies of the bid documents and addenda can be downloaded from the City's website. Questions and correspondence regarding bids shall be made through the procurement office, Shawn Brogan (sbrogan@aberdeenmd.gov) or City of Aberdeen, 60 N Parke Street, Aberdeen MD 21001. Deadline for questions is Thursday, September 10th, 2026 at 4:00 PM. Bid security shall be furnished in accordance with the Instructions to Bidders. The Owner reserves the right to waive any informality and to reject any or all bids.

The project is partially funded by the Environmental Protection Agency (EPA). Davis-Bacon, American Iron and Steel (AIS) and Build America Buy America (BABA) requirements are required for the project. The City of Aberdeen encourages qualified minority businesses, small local businesses and businesses that support employment and training goals for low- and moderate-income group persons, to respond to this or any other solicitation notice.

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CITY OF ABERDEEN – LIST OF DRAWINGS

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C-4.01	CIVIL DETAILS
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R-1.01	ROTOMILL AND OVERLAY LIMITS
D-0.01	E&S COVER SHEET
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D-1.02	PLAN VIEW
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CITY OF ABERDEEN – 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.

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

- 2.01 Complete sets of the Bidding Documents may be obtained from the Issuing Office in the number and format stated in the advertisement or invitation to bid.
- 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.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

- 3.01 The Evaluation of Bids will be based on a combination of Bid Price, Qualifications, and Project Approach. (See Article 19)
- 3.02 To demonstrate Bidder's qualifications to perform the Work, Bidder shall submit (a) written evidence establishing its qualifications such as financial data, previous experience working on infrastructure replacement projects – specifically for community water and sewer projects, 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.
- C. Subcontractor and Supplier qualification information; coordinate with provisions of Article 12 of these Instructions, "Subcontractors, Suppliers, and Others."
- 3.03 To demonstrate Bidder's Project Approach, Bidder shall submit a narrative for City approval describing the means, methods, and sequencing to be implemented to execute the project while minimizing the disruption to existing residents. A suggested sequence of construction is provided in the Bid Documents for reference as well as specific constraints. Bidders are not required to follow the suggested sequence of construction and are encouraged to offer modifications or alterations that may decrease impacts to the community. However, the general phasing of the project must be followed as described in the Bid Documents. The Bidder may choose to follow the Suggested Sequence of Construction at its own risk and is responsible for confirming that the sequence is feasible. The Owner is not responsible for any detailed sequencing or means and methods of construction.
- 3.04 A Bidder's failure to submit required qualification information will disqualify Bidder from receiving an award of the Contract.
- 3.05 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.
- 3.06 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications as well as the Evaluation Criteria in Article 19.

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 *Site Visit and Testing by Bidders*

- A. It shall be the Bidder’s responsibility to make a personal examination of the location of the proposed work and of the surroundings thereof, and their responsibility to thoroughly acquaint itself with the details of the work to be done and all the conditions and obstacles likely to be encountered in the performance and completion of the work. It shall be the bidders further responsibility to inform itself as to the facilities for the transportation, handling and storage of equipment and materials, and their responsibility to carefully study the plans, specifications and other contract documents and thoroughly satisfy itself as the conditions under which the work is to be done and as to the character, qualities and quantities of work to be performed and materials to be furnished, and be prepared to execute a finished job in every respect without any additional charge whatsoever, except as may be specifically stated elsewhere in these contract documents.
- B. Bidder shall conduct the required Site visit during normal working hours and shall not disturb any ongoing operations at the Site.

4.03 *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.

4.04 *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.
- B. Engineer will coordinate with utility owners in the area prior to the Contractor performing any paving work to verify no foreseeable work will be done in the project area by third-party utility owners.

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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- C. Become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work;
- D. 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;
- E. 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;
- F. 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;
- G. 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;
- H. 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
- I. 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 non-mandatory pre-Bid conference will be held at City Hall, 60 N Parke Street, Aberdeen, MD 21001 at the time and location stated in the invitation or advertisement to bid. Representatives of the Owner and Engineer will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference; however the pre-Bid conference is not mandatory. 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 the Engineer in writing. Interpretations or clarifications considered necessary by the Engineer in response to such questions will be issued by Addenda delivered to all parties recorded as having received the Bidding Documents. Questions received after the deadline stated in the Advertisement for Bid 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 the Owner in an amount of 5% 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 Bidder shall set forth in the Bid a project approach, phasing plan, and total duration required to achieve Substantial Completion of each phase and the total project. The Owner will take Bidder's time commitment regarding Substantial Completion and overall project approach into consideration during the evaluation of Bids as noted in Article 19 below, and it will be necessary for the apparent Successful Bidder to satisfy Owner that it will be able to achieve Substantial Completion within the time such Bidder has designated in the Bid. The Successful Bidder's time commitments will be entered into the Agreement (or incorporated in the Agreement by reference to the specific terms of the Bid).

ARTICLE 10 – LIQUIDATED DAMAGES

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

ARTICLE 11 – SUBSTITUTE AND “OR-EQUAL” ITEMS

- 11.01 The Contract for the Work, as awarded, will be based on materials and equipment specified or described in the Bidding Documents. Consideration can be made during the bidding and Contract award process of possible substitute or “or-equal” items. In cases in which the Contract allows the Contractor to request that the Engineer authorize the use of a substitute or “or-equal” item of material or equipment, application for such acceptance may be made to and will be considered by the Engineer after the Effective Date of the Contract.
- 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 supplemented by Addenda. “Or-equal” items will be reviewed by the Engineer upon request

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during the bid phase. Final determination on the requested item(s) will be included in the Addenda.

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 12.01 A Bidder shall be prepared to retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of the Work if required by the Bidding Documents (most commonly in the Specifications) to do so. If a prospective Bidder objects to retaining any such Subcontractor, Supplier, or other individual or entity, and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.
- 12.02 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.
- 12.03 The apparent Successful Bidder, and any other Bidder requested, shall within five days after Bid opening, submit to Owner a list of the Subcontractors or Suppliers proposed for the Work.
- 12.04 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.
- 12.05 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.
- 12.06 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.

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, or computer generated. Digital signatures are acceptable. 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), accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown.

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- 13.03 A Bid by a limited liability company shall be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.
- 13.04 A Bid by an individual shall show the Bidder's name and official address.
- 13.05 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.
- 13.06 All names shall be printed in ink or typed below the signatures.
- 13.07 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 13.08 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
- 13.09 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*

- 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.
- 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.

14.02 *Lump Sum*

- A. Bidders shall submit those Bid items on a lump sum basis as set forth in the Bid Form.

ARTICLE 15 – SUBMITTAL OF BID

- 15.01 The Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 7 of the Bid Form.
- 15.02 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." A mailed Bid shall be addressed to the City of Aberdeen. The bidder shall be responsible to ensure that the completed bid package arrives prior to bid opening deadline if using courier or mail service. Bids received after the advertised date/time will be not be considered.

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- 15.03 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.
- 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.

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.

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 The Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. The Owner will reject the Bid of any Bidder that the 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 the Owner also reserves the right to waive all minor informalities not involving price, time, or changes in the Work.
- 19.02 Evaluation of Bids
- A. **Due to the nature of the work and location within an existing community, it is critical that the successful bidder is qualified and experienced with similar projects. In addition, minimizing disruption of services and overall impact to the existing residents is a priority. Bidders must provide a qualifications statement documenting experience with similar project as well as a project approach/proposed sequence of construction. Failure to provide a reasonable project approach or adequate qualifications will result in the bidder being deemed nonresponsive.**

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- B. In evaluating Bids, the 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.
 - C. In evaluating whether a Bidder is responsible, the 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.
- 19.03 Owner may conduct such investigations as the Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.
- 19.04 If the Contract is to be awarded, the Owner will award the Contract to the responsible Bidder whose Bid conforms with all the material terms and conditions of the invitation and is the lowest in price.
- 19.05 If the Contract is to be awarded, the Owner reserves the right to award portions of the project based on phases and available funding.

ARTICLE 20 – BONDS AND INSURANCE

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

ARTICLE 21 – SIGNING OF AGREEMENT

- 21.01 When the 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 the Owner. Within ten days thereafter, the 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.

ARTICLE 22 – SALES AND USE TAXES

- 22.01 Owner is exempt from state sales and use taxes on materials and equipment to be incorporated in the Work. Said taxes shall not be included in the Bid. Refer to Paragraph SC-7.09 of the Supplementary Conditions for additional information.

ARTICLE 23 – WAGE RATE REQUIREMENTS

- 23.01 If the contract price is in excess of \$100,000 provisions of the Contract Work Hours and Safety Standards Act at 29 CFR 5.5(b) apply.
- 23.02 Where a conflict exists between any Federal, state, and or Local Law, rule, ordinance and/or regulation, the most stringent requirements shall govern.
- 23.03 The project is partially funded by the Environmental Protection Agency (EPA). Davis-Bacon, requirements are required for the project. A wage rate determination has been performed and applicable rate is included in these documents for reference.

ARTICLE 24 – DISADVANTAGED/MINORITY BUSINESS ENTERPRISE

- 24.01 The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The City of Aberdeen encourages, but does not require, qualified minority businesses, small local businesses and businesses that support employment and training goals for low and moderate income group persons, to respond to this or any other solicitation notice.

ARTICLE 25 – FEDERAL FUNDING REQUIREMENTS

- 25.01 The project is partially funded by the Environmental Protection Agency (EPA). Davis-Bacon, American Iron and Steel (AIS) and Build America Buy America (BABA) requirements are required for the project. The City will conduct employee interviews in the field once construction begins. The Contractor shall submit certified payroll reports to the City weekly, then the City will submit the reports to EPA monthly.

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ARTICLE 1 – BID RECIPIENT

- 1.01 This Bid is submitted to:

City of Aberdeen
60 North Parke Street
Aberdeen, MD 21001
Attn: Procurement

- 1.02 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.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

- 2.01 Bidder accepts all 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 Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

- 3.01 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 hereby acknowledges receipt of the following Addenda:

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 Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder 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 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. 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,

CITY OF ABERDEEN – BID FORM

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. 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.
- G. 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.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- 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.
- 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.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 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 4.01.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 5 – BASIS OF BID

Bidder will complete the Work in accordance with the Contract Documents. The Bidder will bid each Bid Item of the project according to the following Bid Table (pages 000410-4 to 000410-6):

BID FORM

000410-3

Swan Meadows Water & Sewer Improvements

CITY OF ABERDEEN – BID FORM

Swan Meadows Utility Improvements Bid Form					
Bid Item	Description of Work	Quantity	Unit	Unit Price	Total Price
1	Mobilization, Demobilization, Bonds & Insurance	1	LS	\$	\$
2	Maintenance of Traffic and Pedestrians	1	LS	\$	\$
3	Erosion and Sediment Control	1	LS	\$	\$
4	8" SDR35 PVC Sanitary Sewer	9,550	LF	\$	\$
5	12" PVC SDR35 Sanitary Sewer	192	LF	\$	\$
6	Bypass Piping, Temporary Connections, etc.	1	LS	\$	\$
7	Abandon Existing Sanitary Sewer In-Place	9,400	LF	\$	\$
8	Sanitary Sewer Manholes	50	EA	\$	\$
9	Abandon Existing Sanitary Sewer Manholes In-Place	38	EA	\$	\$
10	6-Inch SDR26 Sanitary Sewer Service Laterals (system-owned: sewer main to cleanout)	5,480	LF	\$	\$
11	6-Inch SDR26 Sanitary Sewer Service Laterals (customer-owned: cleanout to house)	7,023	LF	\$	\$
12	6-Inch SDR26 Sanitary Sewer Service Cleanouts	300	EA	\$	\$
13	8" DR14 C900 PVC Water Main	7,700	LF	\$	\$
14	10" DR14 C900 PVC Water Main	10	LF	\$	\$

CITY OF ABERDEEN – BID FORM

Swan Meadows Utility Improvements Bid Form					
Bid Item	Description of Work	Quantity	Unit	Unit Price	Total Price
15	12" DR14 C900 PVC Water Main	108	LF	\$	\$
16	Abandon Existing Water Main In-Place	8,540	LF	\$	\$
17	12" Gate Valve and Box	6	EA	\$	\$
18	8" Gate Valve and Box	18	EA	\$	\$
19	Install New Fire Hydrant	14	EA	\$	\$
20	Water Service including temp pavement (system-owned: water main to meter)	4,356	LF	\$	\$
21	Water Service (customer-owned: meter to house)	5,233	LF	\$	\$
22	Water Meter including Meter Pit Installation and Backfill	233	EA	\$	\$
TOTAL BASE BID:					\$

CITY OF ABERDEEN – BID FORM

Contingent Bid Items					
Bid Item	Description of Work	Quantity	Unit	Unit Price	Total Price
23	Remove Existing Curb and Install New Curb	500	LF	\$	\$
24	Remove Existing Curb and Gutter and Install New Curb and Gutter	500	LF	\$	\$
25	Miscellaneous Excavation and Select Backfill	50	CY	\$	\$
26	Furnish and Place Miscellaneous 4,000 PSI Concrete	50	CY	\$	\$
27	Furnish and Place Porous Fill Material, Coarse Aggregate No. 57 Stone	60	TON	\$	\$
28	Furnish and Place Borrow Material, Borrow Type "C" (Backfill)	50	TON	\$	\$
TOTAL CONTINGENT BID:					\$
TOTAL BID:					\$

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.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete in accordance with the proposed schedule attached to this bid (subject to review and approval by the Owner). The agreed upon schedule will be incorporated into the Agreement and form the total Contract Duration.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages. Liquidated damages will be in the amount of \$1,000.00 per day past the specified project completion date.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - D. List of Project References;
 - E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
 - F. Contractor's License No.: XXXXXXXXXX [or] Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;
 - G. Required Bidder Qualification Statement with supporting data;
 - H. Required Project Approach Narrative with detailed sequence of construction; and
 - I. Proposed Project Schedule;
 - J. Affidavit of Non-Collusion

ARTICLE 8 – DEFINED TERMS

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

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

By:

[Signature]

[Printed name]

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]

[Printed name]

Title:

Submittal Date:

Address for giving notices:

Telephone Number:

Fax Number:

Contact Name and e-mail address:

Bidder's License No.:

(where applicable)

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (*Name and Address*):

SURETY (*Name, and Address of Principal Place of Business*):

OWNER: City of Aberdeen

BID

Bid Due Date:

Description: Swan Meadows Water & Sewer Improvements, Aberdeen, MD 21001

BOND

Bond Number:

Date:

Penal sum _____ \$ _____
(Words) (Figures)

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

BIDDER

SURETY

Bidder's Name and Corporate Seal (Seal)

Surety's Name and Corporate Seal (Seal)

By: _____ By: _____
Signature Signature (Attach Power of Attorney)

Print Name Print Name

Title Title

Attest: _____ Attest: _____
Signature Signature

Title Title

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

CITY OF ABERDEEN – BID BOND

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.

QUALIFICATIONS STATEMENT

THE INFORMATION SUPPLIED IN THIS DOCUMENT IS CONFIDENTIAL TO THE
EXTENT PERMITTED BY LAWS AND REGULATIONS

1. SUBMITTED BY:

Official Name of Firm: _____

Address: _____

2. SUBMITTED TO:

3. SUBMITTED FOR:

Owner: _____

Project Name: _____

TYPE OF WORK:

4. CONTRACTOR'S CONTACT INFORMATION

Contact Person: _____

Title: _____

Phone: _____

Email: _____

5. AFFILIATED COMPANIES:

Name: _____

Address: _____

6. TYPE OF ORGANIZATION:

☐ SOLE PROPRIETORSHIP

Name of Owner:

Doing Business As:

Date of Organization:

☐ PARTNERSHIP

Date of Organization:

Type of Partnership:

Name of General Partner(s):

☐ CORPORATION

State of Organization:

Date of Organization:

Executive Officers:

- President:

- Vice President(s):

- Treasurer:

- Secretary:

☐ LIMITED LIABILITY COMPANY

State of Organization:

Date of Organization:

Members:

☐ JOINT VENTURE

Sate of Organization:

Date of Organization:

Form of Organization:

Joint Venture Managing Partner

- Name:

- Address:

Joint Venture Managing Partner

- Name:

- Address:

Joint Venture Managing Partner

- Name:

- Address:

7. LICENSING

Jurisdiction:

Type of License:

License Number:

Jurisdiction:

CITY OF ABERDEEN – QUALIFICATIONS STATEMENT

Type of License: _____

License Number: _____

8. CERTIFICATIONS

CERTIFIED BY:

Disadvantage Business Enterprise: _____

Minority Business Enterprise: _____

Woman Owned Enterprise: _____

Small Business Enterprise: _____

Other (_____): _____

9. BONDING INFORMATION

Bonding Company: _____

Address: _____

Bonding Agent: _____

Address: _____

Contact Name: _____

Phone: _____

Aggregate Bonding Capacity: _____

Available Bonding Capacity as of date of this submittal: _____

10. FINANCIAL INFORMATION

Financial Institution: _____

Address: _____

Account Manager: _____

Phone: _____

INCLUDE AS AN ATTACHMENT AN AUDITED BALANCE SHEET FOR EACH OF THE LAST 3 YEARS

11. CONSTRUCTION EXPERIENCE:

Current Experience:

List on **Schedule A** all uncompleted projects currently under contract (If Joint Venture list each participant's projects separately).

Previous Experience:

List on **Schedule B** all projects completed within the last 5 Years (If Joint Venture list each participant's projects separately).

Has firm listed in Section 1 ever failed to complete a construction contract awarded to it?

☐ YES ☐ NO

If YES, attach as an Attachment details including Project Owner's contact information.

Has any Corporate Officer, Partner, Joint Venture participant or Proprietor ever failed to complete a construction contract awarded to them in their name or when acting as a principal of another entity?

☐ YES ☐ NO

If YES, attach as an Attachment details including Project Owner's contact information.

Are there any judgments, claims, disputes or litigation pending or outstanding involving the firm listed in Section 1 or any of its officers (or any of its partners if a partnership or any of the individual entities if a joint venture)?

☐ YES ☐ NO

If YES, attach as an Attachment details including Project Owner's contact information.

12. SAFETY PROGRAM:

Name of Contractor's Safety Officer: _____

Include the following as attachments:

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) OSHA No. 500- Log & Summary of Occupational Injuries & Illnesses for the past 5 years.

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total

CITY OF ABERDEEN – QUALIFICATIONS STATEMENT

amount of the Bid) list of all OSHA Citations & Notifications of Penalty (monetary or other) received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all safety citations or violations under any state all received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

Provide the following for the firm listed in Section V (and for each proposed Subcontractor furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) the following (attach additional sheets as necessary):

Workers' compensation Experience Modification Rate (EMR) for the last 5 years:

YEAR _____	EMR _____
YEAR _____	EMR _____
YEAR _____	EMR _____
YEAR _____	EMR _____
YEAR _____	EMR _____

Total Recordable Frequency Rate (TRFR) for the last 5 years:

YEAR _____	TRFR _____
YEAR _____	TRFR _____
YEAR _____	TRFR _____
YEAR _____	TRFR _____
YEAR _____	TRFR _____

Total number of man-hours worked for the last 5 Years:

YEAR _____	TOTAL NUMBER OF MAN-HOURS _____
YEAR _____	TOTAL NUMBER OF MAN-HOURS _____
YEAR _____	TOTAL NUMBER OF MAN-HOURS _____
YEAR _____	TOTAL NUMBER OF MAN-HOURS _____
YEAR _____	TOTAL NUMBER OF MAN-HOURS _____

Provide Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) Days Away From Work, Days of Restricted Work Activity or Job Transfer (DART) incidence rate for the particular industry or type of Work to be performed by Contractor and each of Contractor's proposed Subcontractors and Suppliers) for the last 5 years:

YEAR _____	DART _____
YEAR _____	DART _____
YEAR _____	DART _____
YEAR _____	DART _____
YEAR _____	DART _____

13. EQUIPMENT:

MAJOR EQUIPMENT:

List on **Schedule C** all pieces of major equipment available for use on Owner's Project.

14. WATER & SEWER UTILITY REPLACEMENT EXPERIENCE

Attach Qualifications Statement and supporting documents to demonstrate ability and experience with similar work.

CITY OF ABERDEEN – QUALIFICATIONS STATEMENT

I HEREBY CERTIFY THAT THE INFORMATION SUBMITTED HERewith, INCLUDING ANY ATTACHMENTS, IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

NAME OF ORGANIZATION: _____

BY: _____

TITLE: _____

DATED: _____

NOTARY ATTEST:

SUBSCRIBED AND SWORN TO BEFORE ME

THIS _____ DAY OF _____, 20__

NOTARY PUBLIC - STATE OF _____

MY COMMISSION EXPIRES: _____

REQUIRED ATTACHMENTS

1. Schedule A (Current Experience).
2. Schedule B (Previous Experience).
3. Schedule C (Major Equipment).
4. Audited balance sheet for each of the last 3 years for firm named in Section 1.
5. Evidence of authority for individuals listed in Section 7 to bind organization to an agreement.
6. Resumes of officers and key individuals (including Safety Officer) of firm named in Section 1.
7. Required safety program submittals listed in Section 13.
8. Additional items as pertinent.

SCHEDULE A

CURRENT EXPERIENCE

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

SCHEDULE C - LIST OF MAJOR EQUIPMENT AVAILABLE

[illegible]

NOTICE OF AWARD

Date of Issuance:

Owner: City of Aberdeen

Owner's Contract No.:

Engineer: KCI Technologies, Inc.

Engineer's Project No.: 13158575SM

Project: Swan Meadows Water & Sewer
Improvements

Contract Name:

Bidder:

Bidder's

Address:

TO BIDDER:

You are notified that Owner has accepted your Bid dated [] for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Swan Meadows Water & Sewer Improvements, Aberdeen MD 21001.

The Contract Price of the awarded Contract is: \$ []

[] unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award or has been transmitted or made available to Bidder electronically.

☐ a set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner [] counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security [*e.g., performance and payment bonds*] and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

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 Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: City of Aberdeen

Authorized Signature

By:

Title:

Copy: Engineer

CITY OF ABERDEEN – AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR
CONSTRUCTION CONTRACT (STIPULATED PRICE)

AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and
between

City of Aberdeen (“Owner”) and

(“Contractor”).

Owner and Contractor hereby agree as follows:

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:

All labor required to make utility improvements including the installation of new sanitary sewer and new water main as indicated on the drawings and removal or replacement of existing utilities in place as needed. Additionally, all restoration including pavement, curb, sidewalk etc. within the right of way and on private properties will be required once all utilities are complete in each phase of work.

ARTICLE 2 – THE PROJECT

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

Swan Meadows Water & Sewer Improvements

ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by KCI Technologies, Inc.
- 3.02 The Owner has retained KCI Technologies, 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 Milestones, if any, 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: Days*

Bidder agrees that the Work will be substantially complete in accordance with the proposed schedule attached to their bid (subject to review and approval by the Owner). The agreed upon schedule will be incorporated into the Agreement and form the total Contract Duration.

- 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

CITY OF ABERDEEN – AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR
CONSTRUCTION CONTRACT (STIPULATED PRICE)

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 \$1000 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 \$1000 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.

4.04 *Special Damages*

- A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

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 28th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such

CITY OF ABERDEEN – AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR
CONSTRUCTION CONTRACT (STIPULATED PRICE)

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. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 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 amounts not paid when due shall bear interest at the rate of 1 percent per annum.

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 Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if

CITY OF ABERDEEN – AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR
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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. 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 consist of the following:
 - 1. This Agreement (pages 1 to ■■■, inclusive).
 - 2. Performance bond (pages ■■■ to ■■■, inclusive).
 - 3. Payment bond (pages ■■■ to ■■■, inclusive).
 - 4. Other bonds.
 - a. ■■■ (pages ■■■ to ■■■, inclusive).
 - 5. General Conditions (pages ■■■ to ■■■, inclusive).
 - 6. Supplementary Conditions (pages ■■■ to ■■■, inclusive).
 - 7. Specifications as listed in the table of contents of the Project Manual.
 - 8. Drawings (not attached but incorporated by reference) the Drawings listed on the attached sheet index.
 - 9. Addenda (numbers ■■■ to ■■■, inclusive).
 - 10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages ■■■ to ■■■, inclusive).

CITY OF ABERDEEN – AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR
CONSTRUCTION CONTRACT (STIPULATED PRICE)

11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- 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 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 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 10.05:
 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;

CITY OF ABERDEEN – AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR
CONSTRUCTION CONTRACT (STIPULATED PRICE)

- “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;
2. “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
 3. “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.

10.06 *Other Provisions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or “track changes” (redline/strikeout), or in the Supplementary Conditions.

CITY OF ABERDEEN – AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR
CONSTRUCTION CONTRACT (STIPULATED PRICE)

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

City of Aberdeen _____

By: _____

By: _____

Title: _____

Title: _____

*(If Contractor is a corporation, a partnership, or a
joint venture, attach evidence of authority to sign.)*

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

License No.: _____
(where applicable)

*(If Owner is a corporation, attach evidence of authority
to sign. If Owner is a public body, attach evidence of
authority to sign and resolution or other documents
authorizing execution of this Agreement.)*

*NOTE TO USER: Use in those states or other
jurisdictions where applicable or required.*

NOTICE TO PROCEED

Owner:	City of Aberdeen	Owner's Contract No.:	
Contractor:		Contractor's Project No.:	
Engineer:	KCI Technologies, Inc.	Engineer's Project No.:	13158575SM
Project:	Swan Meadows Water & Sewer Improvements	Contract Name:	
		Effective Date of Contract:	

TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on [REDACTED], 20[REDACTED].

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with the Agreement, [the date of Substantial Completion is _____, and the date of readiness for final payment is _____] *or* [the number of days to achieve Substantial Completion is _____, and the number of days to achieve readiness for final payment is _____].

Before starting any Work at the Site, Contractor must comply with the following:

Owner: City of Aberdeen

Authorized Signature

By:

Title:

Date Issued:

Copy: Engineer

CITY OF ABERDEEN – PERFORMANCE BOND

PERFORMANCE BOND

CONTRACTOR *(name and address)*:

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

OWNER:

City of Aberdeen
60 North Parke Street, Aberdeen, MD 21001

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description: The Project consists of the replacement and improvement to approximately 7,800 linear feet of water main, 9,750 linear feet of sanitary sewer, and associated installation materials throughout the community of Swan Meadows.

BOND

Bond Number:

Date:

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

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

CITY OF ABERDEEN – PERFORMANCE BOND

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.

CITY OF ABERDEEN – PERFORMANCE BOND

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.

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:

City of Aberdeen
60 North Parke Street, Aberdeen, MD 21001

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description: Work necessary for Swan Meadows Water & Sewer Improvements

BOND

Bond Number:

Date:

Amount:

Modifications to this Bond Form: ☐ None ☐ See Paragraph 18

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

CITY OF ABERDEEN – PAYMENT BOND

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

CITY OF ABERDEEN – PAYMENT BOND

(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:

Contractor's Application for Payment No.

Application Period:		Application Date:
To (Owner):	From (Contractor):	Via (Engineer):
Project:	Contract:	
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.:

Application For Payment

Change Order Summary

Approved Change Orders			1. ORIGINAL CONTRACT PRICE..... \$
Number	Additions	Deductions	2. Net change by Change Orders..... \$
			3. Current Contract Price (Line 1 ± 2)..... \$
			4. TOTAL COMPLETED AND STORED TO DATE
			(Column F total on Progress Estimates)..... \$
			5. RETAINAGE:
			a. X Work Completed..... \$
			b. X Stored Material..... \$
			c. Total Retainage (Line 5.a + Line 5.b)..... \$
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)..... \$
			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$
			8. AMOUNT DUE THIS APPLICATION..... \$
			9. BALANCE TO FINISH, PLUS RETAINAGE
			(Column G total on Progress Estimates + Line 5.c above)..... \$
TOTALS			
NET CHANGE BY			
CHANGE ORDERS			

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:
 (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
 (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
 (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature

By:	Date:
-----	-------

Payment of: \$ _____
 (Line 8 or other - attach explanation of the other amount)

is recommended by: _____ (Engineer) _____ (Date)

Payment of: \$ _____
 (Line 8 or other - attach explanation of the other amount)

is approved by: _____ (Owner) _____ (Date)

Approved by: _____ (Date)
 Funding or Financing Entity (if applicable)

Progress Estimate - Lump Sum Work

Contractor's Application

[illegible]

Progress Estimate - Unit Price Work

Contractor's Application

[illegible]

Stored Material Summary

Contractor's Application

[illegible]

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner:	City of Aberdeen	Owner's Contract No.:	
Contractor:		Contractor's Project No.:	
Engineer:	KCI Technologies, Inc.	Engineer's Project No.:	13158575SM
Project:	Swan Meadows Water & Sewer Improvements	Contract Name:	

This final Certificate of Substantial Completion applies to:

☐ All Work ☐ The following specified portions of the Work:

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract, except as amended as follows:

Amendments to Owner's responsibilities:

☐ None
☐ As follows

Amendments to Contractor's responsibilities:

☐ None
☐ As follows:

The following documents are attached to and made a part of this Certificate:

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract.

EXECUTED BY ENGINEER:		RECEIVED:	RECEIVED:
By: _____	By: _____	By: _____	
(Authorized signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)	
Title: _____	Title: _____	Title: _____	
Date: _____	Date: _____	Date: _____	

**STANDARD GENERAL CONDITIONS OF THE
CONSTRUCTION CONTRACT
SECTION 000700**

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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.

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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.

CITY OF ABERDEEN – GENERAL CONDITIONS

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.

CITY OF ABERDEEN – GENERAL CONDITIONS

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,”

CITY OF ABERDEEN – GENERAL CONDITIONS

“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.

CITY OF ABERDEEN – GENERAL CONDITIONS

- 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:

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- 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

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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:

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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 litigation 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 litigation 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

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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;

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- 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

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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.

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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

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- 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 litigation 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 litigation 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

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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

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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.

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- 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

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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

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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

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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.

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- 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.

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- 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.

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- 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

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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 litigation 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 litigation 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

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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 litigation 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.

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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 litigation 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.

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- 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

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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

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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 litigation 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 litigation 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.

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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.

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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

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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

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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.

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- 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.

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- 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

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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, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 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.

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- 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. Contractor 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

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expressly required by the Contract Documents, 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

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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

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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

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- 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;

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- 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;
 - l. 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

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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

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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 litigation 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

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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.

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- 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

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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.

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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, agents, 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.

SECTION 000800 – SUPPLEMENTARY CONDITIONS

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

SC-1.01 Defined Terms

SC 1.01.A.49 - Add the following new Paragraph after Paragraph 1.01.A.48:

Abnormal Weather Conditions – Conditions of extreme or unusual weather for a given region, elevation, or season as determined by Engineer. Extreme or unusual weather that is typical for a given region, elevation, or season should not be considered Abnormal Weather Conditions.

ARTICLE 2 – PRELIMINARY MATTERS

SC-2.01 Delivery of Bonds and Evidence of Insurance

- A. Paragraph 2.01.B of the General Conditions requires that Contractor furnish certificates of insurance. Paragraph 6.02.C states that upon request by Owner or other named or additional insureds, Contractor must provide evidence of insurance such as copies of required policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Parallel provisions apply to Owner and the insurance that Owner is required to provide. Rather than relying on this two-step process (delivery of certificates of insurance at the outset; subsequent requests for additional evidence of insurance), some contract drafters may elect to require from the outset that copies of the insurance policies, rather than certificates of insurance, be delivered to the other party. If exchange of copies of insurance policies is required, the following should be used:

- SC-2.01 Delete Paragraphs 2.01 B. and C. in their entirety and insert the following in their place:
- B. Evidence of Contractor's Insurance: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner copies of the policies of insurance (including all endorsements, and identification of applicable self-insured retentions and deductibles) required to be provided by Contractor in Article 6. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
 - C. Evidence of Owner's Insurance: After receipt from Contractor of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor copies of the policies of insurance to be provided by Owner under Article 6 (if any). Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

SC-4.05 Delays in Contractor's Progress

SC 4.05.C.2 – Amend Paragraph 4.05.C.2 by striking out the following text: “abnormal weather conditions;” and inserting the following text: “Abnormal Weather Conditions:”

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

SC-5.03 Subsurface and Physical Conditions

SC 5.03 Delete Paragraphs 5.03.A and 5.03.B in their 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.

SC-5.06 Hazardous Environmental Conditions

SC 5.06 Delete Paragraphs 5.06.A and 5.06.B in their entirety and insert the following:

- A. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.
- B. Not Used.

ARTICLE 6 – BONDS AND INSURANCE

SC-6.01 Performance, Payments and Other Bonds

Add the following new paragraph immediately after Paragraph 6.01.F:

- G. All Sub-Contractors are required to submit a performance bond and payment bond, each in an amount at least equal to the Sub-Contracted Price, as security for the faithful performance and payment of all of Sub-Contractor's obligations under the Contract. The provisions of paragraphs from SC-6.01.A through SC-6.01.F are also applicable for all Sub-Contractors.

SC-6.02 Insurance—General Provisions

- A. Paragraph 6.02.B of the General Conditions requires that all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better, unless a different standard is indicated in the Supplementary Conditions. The A.M. Best ratings are based on the financial strength and size of the insurance company, with A-VII representing a commonly used standard. SC-6.02 is the location for noting any different standard, whether narrower or broader.

Note that in some states not all worker's compensation insurers obtain A.M. Best ratings. The Owner may wish to include the following optional exception (modified to meet applicable provisions in the state) to the requirement in 6.02.B:

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.

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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 following amounts or greater where required by Laws and Regulations:

1. Workers' Compensation, and related coverages under Paragraphs 6.03.A.1 and A.2 of the General Conditions:

State:	<u>Statutory</u>
--------	------------------

Federal, if applicable (e.g., Longshoreman's):	<u>N/A</u>
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Jones Act coverage, if applicable:

Bodily injury by accident, each accident	\$ <u>N/A</u>
--	---------------

Bodily injury by disease, aggregate	\$ <u>N/A</u>
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Employer's Liability:

Bodily injury, each accident	\$ <u>500,000</u>
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Bodily injury by disease, each employee	\$ <u>500,000</u>
---	-------------------

Bodily injury/disease aggregate	\$ <u>500,000</u>
---------------------------------	-------------------

For work performed in monopolistic states, stop-gap liability coverage shall be endorsed to either the worker's compensation or commercial general liability policy with a minimum limit of:	\$ <u>N/A</u>
--	---------------

Foreign voluntary worker compensation	<u>N/A</u>
---------------------------------------	------------

2. Contractor's Commercial General Liability under Paragraphs 6.03.B and 6.03.C of the General Conditions:

General Aggregate	\$ <u>2,000,000</u>
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Products - Completed Operations Aggregate	\$ <u>2,000,000</u>
---	---------------------

Personal and Advertising Injury	\$ <u>1,000,000</u>
---------------------------------	---------------------

Each Occurrence (Bodily Injury and Property Damage)	\$ <u>1,000,000</u>
---	---------------------

3. Automobile Liability under Paragraph 6.03.D. of the General Conditions:

Bodily Injury:

Each person	\$ <u>N/A</u>
-------------	---------------

Each accident	\$ <u>N/A</u>
---------------	---------------

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Property Damage:

Each accident \$ N/A

[or]

Combined Single Limit of \$ 1,000,000

4. Excess or Umbrella Liability:

Per Occurrence \$ 5,000,000

General Aggregate \$ 5,000,000

5. Contractor's Pollution Liability:

Each Occurrence \$ 1,000,000

General Aggregate \$ 1,000,000

☐ If box is checked, Contractor is not required to provide Contractor's Pollution Liability insurance under this Contract

6. Additional Insureds: In addition to Owner and Engineer, include as additional insureds the following: *City of Aberdeen, for General Liability, Auto, and Pollution if possible.*

7. Contractor's Professional Liability:

Each Claim \$ 1,000,000

Annual Aggregate \$ 1,000,000

8. Waiver of Subrogation: The insurance policies provided by the Contractor shall grant a waiver of subrogation in favor of the City of Aberdeen, its directors, officers, employees and agents for any claims out of the Services performed under this Contract by the Contractor.

SC-6.05 Provided Insurance Requirements (Owner Requirements) – Not Used

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

SC-7.02 Labor; Working Hours

SC-7.02.B. Delete "which shall not be unreasonably withheld" at the end of the paragraph. The Owner reserves the right to reject any request for work outside normal working hours at their discretion.

SC-7.02.B. Add the following new subparagraphs immediately after Paragraph 7.02.B:

1. Regular working hours will be 7:00 AM to 5:00 PM. Daily restoration to ensure access to residences must be completed within this time unless specifically agreed to in writing by the Owner.

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2. Owner's legal holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Refer to the City of Aberdeen's Website for other recognized holidays.

SC-7.04 "Or Equals"

SC 7.04.A Amend the third sentence of Paragraph 7.04.A by striking out the following words:

Unless the specification or description contains or is followed by words reading that no like, equivalent, or 'or-equal' item is permitted.

SC 7.04.A.1 Amend the last sentence of Paragraph a.3 by striking out "and;" and adding a period at the end of Paragraph a.3.

SC 7.04.A.1 Delete paragraph 7.04.A.1.a.4 in its entirety and insert the following in its place:

[Deleted]

SC – 7.06 Concerning Subcontractors, Suppliers, and Others

SC 7.06.A Amend Paragraph 7.06.A by adding the following text to the end of the Paragraph:

The Contractor shall not award work valued at more than fifty percent of the Contract Price to Subcontractor(s), without prior written approval of the Owner.

SC 7.06.B Delete paragraph 7.06.B in its entirety and insert the following in its place:

[Deleted]

SC 7.06.E Amend the second sentence of Paragraph 7.06.E by striking out "Owner may also require Contractor to retain specific replacements; provided, however, that".

SC-7.09 Taxes

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

- B. Owner is exempt from payment of sales and compensating use taxes of the State of Maryland 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.

SC-7.12 Safety and Protection – Not Used

SC 7.17.A Amend the first sentence of Paragraph 7.17.A by adding the following text to the end "for one year after the final completion of the project."

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 Rental Rate Blue Book for Construction Equipment. 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.

SC-13.03 Unit Price Work

- A. The following Supplementary Condition is typically called a “variation in estimated quantities (VEQ) clause” and facilitates administrative resolution of situations where actual quantities of unit price items differ materially from estimated quantities. Typically, the clause applies where the extended price (unit price times estimated quantity) of an item of the Unit Price Work is more than 5 percent of the Contract Price (based on estimated quantities), and the actual quantity of the units of work performed or furnished varies by more than a specified percent (typically 15 to 25 percent).

SC 13.03.E Delete Paragraph 13.03.E in its entirety and insert the following in its place:

- E. The unit price of an item of Unit Price Work shall be subject to reevaluation and adjustment under the following conditions:
 - 1. if the extended price of a particular item of Unit Price Work amounts to 5 percent or more of the Contract Price (based on estimated quantities at the time of Contract formation) and the variation in the quantity of that particular item of Unit Price Work actually furnished or performed by Contractor differs by more than 15 percent from the estimated quantity of such item indicated in the Agreement; and
 - 2. if there is no corresponding adjustment with respect to any other item of Work; and
 - 3. if Contractor believes that Contractor has incurred additional expense as a result thereof, Contractor may submit a Change Proposal, or if Owner believes that the quantity variation entitles Owner to an adjustment in the unit price, Owner may make a Claim, seeking an adjustment in the Contract Price.

ARTICLE 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

SC-14.02 Tests, Inspections, and Approvals

SC 14.02.D.1 – Amend Paragraph 14.02.D.1 by striking out the following text: “unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;” and inserting the following text: “including all testing required by the specifications incorporated by reference. The City inspector will witness all testing performed by the Contractor. The City reserves the right to perform additional independent testing as deemed necessary to ensure the quality of installation.”

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

SC-15.01 Progress Payments

SC 15.01.B Add the following new subparagraph to Paragraph 15.01.B:

1. Contractor is required to submit AIS/BABA certification letters with each application for payment request.

SC-15.03 Substantial Completion

SC 15.03.B Add the following new subparagraph to Paragraph 15.03.B:

1. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, shall be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

SC-17.02 Add the following new paragraph immediately after Paragraph 17.01.

Attorneys’ Fees:

For any matter subject to final resolution under this Article, the prevailing party shall be entitled to an award of its attorneys’ fees incurred in the final resolution proceedings, in an equitable amount to be determined in the discretion of the court, taking into account the parties’ initial demand or defense positions in comparison with the final result.

ARTICLE 18 – MISCELLANEOUS

SC-18.09 Add the following immediately after Paragraph 18.08.

American Iron and Steel (AIS)

P. L. 113-76, STAT 436

Consolidated Appropriations Act, 2014 (Act), includes an “American Iron and Steel (AIS)” requirement in Section 436 that requires Owner to use iron and steel products that are produced in the United States (US) for projects for the construction, alteration, maintenance, or repair of a public water system or treatment works. Additional details and a description of AIS requirements are available on EPA’s website at:

<https://www.epa.gov/cwsrf/state-revolving-fund-american-iron-and-steel-ais-requirement>

The Contractor acknowledges to and for the benefit of the City of Aberdeen (“Owner”) and the Environmental Protection Agency (the “Funding Authority”) that it understands the goods and services under this Agreement are being funded with federal monies and have statutory requirements commonly known as “American Iron and Steel;” that requires all of the iron and steel products used in the project to be produced in the United States (“American Iron and Steel Requirement”) including iron and steel products provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Owner and the Funding Authority that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Owner or the Funding Authority. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Owner or Funding Authority to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney’s fees) incurred by the Owner or Funding Authority resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the Funding Authority or any damages owed to the Funding Authority by the Owner). If the Contractor has no direct contractual privity with the Funding Authority, as a lender or awardee to the Owner for the funding of its project, the Owner and the Contractor agree that the Funding Authority is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the Funding Authority.

SC-18.10 Add the following immediately after Paragraph 18.09.

Anti-Kickback

P.L. 99-634, STAT 3523

The contractor must maintain compliance with the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 C.F.R. Part 3). (All contracts and subgrants for construction or repair.)

SC-18.11 Add the following immediately after Paragraph 18.10.

Anti-Lobbying

31 U.S.C. 1352; 40 C.F.R. Part 34

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

SC-18.12 Add the following immediately after Paragraph 18.11.

Build American, Buy America Act (BABA)

P. L. 117-58, STAT 429

The Contractor acknowledges to and for the benefit of the City of Aberdeen (“Owner”) and the Environmental Protection Agency (the “Funding Authority”) that it understands the goods and services under this Agreement are being funded with federal monies and have statutory requirements commonly known as “Build America, Buy America;” that requires all of the iron and steel, manufactured products, and construction materials used in the project to be produced in the United States (“Build America, Buy America Requirements”) including iron and steel, manufactured products, and construction materials provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Owner and Funding Authority that (a) the Contractor has reviewed and understands the Build America, Buy America Requirements, (b) all of the iron and steel, manufactured products, and construction materials used in the project will be and/or have been produced in the United States in a manner that complies with the Build America, Buy America Requirements, unless a waiver of the requirements is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the Build America, Buy America Requirements, as may be requested by the Owner or the Funding Authority. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Owner or Funding Authority to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney’s fees) incurred by the Owner or Funding Authority resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the Funding Authority or any damages owed to the Funding Authority by the Owner). If the Contractor has no direct contractual privity with the Funding Authority, as a lender or awardee to the Owner for the funding of its project, the Owner and the Contractor agree that the Funding Authority is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the Funding Authority.

SC-18.13 Add the following immediately after Paragraph 18.12.

Clean Air Act and Federal Water Pollution Control Act

42 U.S.C. 7401-7671q; 33 U.S.C. 1251-1387

Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act as amended. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

SC-18.14 Add the following immediately after Paragraph 18.13.

Davis-Bacon Act and Related Acts

40 U.S.C. 3141-3148; 29 C.F.R. Part 3 & 5

By accepting this contract, the contractor acknowledges and agrees to the terms provided in the DBRA Requirements for Contractors and Subcontractors Under EPA Grants: (<https://www.epa.gov/grants/contract-provisions-davis-bacon-and-related-acts>).

Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”).

In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in wage determination MD20260040 dated June 4, 2026. The resulting wage rates are provided at the end of Section 000800. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or sub-contractors must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- EPA’s Davis-Bacon and Related Acts website is available [here](#).
- EPA grant recipients, subrecipients, prime contractors, and subcontractors must include the link to the [Contract Provisions for Davis-Bacon and Related Acts](#) in all contracts that are subject to DBRA requirements. In addition, EPA recipients and subrecipients must include the link to [DBRA Requirements for EPA Subrecipients](#) in all EPA subawards that are subject to DBRA requirements.
- More information about when Davis-Bacon applies to CDS grants is available in the Community Grants implementation guidance and programmatic T&Cs. Determining whether Davis-Bacon requirements are triggered can be complex, so consult ORC/OGC as appropriate.

SC-18.15 Add the following immediately after Paragraph 18.14.

Debarment and Suspension

2 C.F.R. Part 180 & 2 C.F.R. Part 1532

By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm which has an interest in the contractor’s firm is disbarred or suspended from bidding or working on a federally funded project. No part of this contract will be subcontracted to any person or firm who has been debarred or suspended from bidding or working on a federally funded project.

The contractor shall fully comply with Subpart C of 2 C.F.R. Part 180 and 2 C.F.R. Part 1532, entitled "Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons)." The contractor is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 C.F.R. Part 180 and 2 C.F.R. Part 1532, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. The contractor is responsible for further requiring the inclusion of a

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similar term or condition in any subsequent lower tier covered transactions. The contractor acknowledges that failing to disclose the information required under 2 C.F.R. Part 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

When the contractor enters into a covered transaction with another person at the next lower tier, he or she must verify that the person with whom they intend to do business is not excluded or disqualified. Do this by:

- a) Checking the Excluded Parties List System (EPLS); or
- b) Collecting a certification from that person; or
- c) Adding a clause or condition to the covered transaction with that person. The contractor may access the EPLS at <https://sam.gov/content/home>.

SC-18.16 Add the following immediately after Paragraph 18.15.

Domestic Preference

2 C.F.R. Part 200.322

1. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
2. For purposes of this section:
 - a) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - b) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

SC-18.17 Add the following immediately after Paragraph 18.16.

Equal Employment Opportunity

41 C.F.R. Part 60-1.4(b) in accordance with Executive Order 11246 as amended by Executive Order 11375

During the performance of this contract, the contractor and all subcontractors agree to the following.

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be 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, including apprenticeship. The contractor agrees to post in conspicuous places,

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available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

SC-18.18 Add the following immediately after Paragraph 18.17.

Federal Cross-Cutting Requirements

40 C.F.R. Part 35.3145 & 35.3575

Contractor must comply with federal cross-cutting requirements as well as other applicable federal laws as provided in EPA's [Community Grants Program Final Implementation Guidance](#).

SC-18.19 Add the following immediately after Paragraph 18.18.

Legal Remedies

41 U.S.C. 1908

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

SC-18.20 Add the following immediately after Paragraph 18.19.

Signage

The Contractor is required to place a physical sign displaying the EPA logo at the construction site for this project in an easily visible location that can be directly linked to the work taking place. The sign must be maintained in good condition throughout the construction period. In cases where the construction site covers a large area (e.g., lead service line replacement or septic tank repair/replacement projects), a sign should be placed in an easily visible location near where the work is being performed (e.g., entrance to the neighborhood, along a main road through town, etc.). Signage costs are considered an allowable grant expense, provided the costs associated with the signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, assistance contractors are encouraged to translate the language on signs (excluding the EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable grant expenses, provided the costs are reasonable.

Procuring Signs: Consistent with Section 6002 of RCRA, 42 U.S.C. 6962, and 2 C.F.R. 200.323, contractors are encouraged to use recycled or recovered materials when procuring signs.

EPA Logo: The contractor will ensure that signage displays the EPA logo. The EPA logo must not be displayed in a manner that implies that EPA itself is conducting the project. Instead, the EPA logo must be accompanied with a statement indicating that the contractor received financial assistance from EPA for the project.

The contractor will ensure compliance with the sign specifications provided by the EPA Office of Public Affairs (OPA) available at: <https://www.epa.gov/grants/epa-logo-seal-specifications-signage-produced-epa-assistance-agreement-recipients>. As provided in the sign specifications from OPA, the EPA logo is the preferred identifier for assistance agreement projects and use of the EPA seal requires prior approval from the EPA. To obtain the appropriate EPA logo or seal graphic file, the contractor should send a request directly to Londa Scott-Forte (scott-forte.londa@epa.gov) (202-564-1504) and Jini Ryan (ryan.jini@epa.gov) (202-564-1075). Please explain in the message that the EPA logo is

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to be used on signage at a construction site funded with EPA assistance and copy the EPA Project Officer on the message.

SC-18.21 Add the following immediately after Paragraph 18.20.

Termination

23 C.F.R. Part 635.125

All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

"General Decision Number: MD20260040 06/04/2026

State: Maryland

Construction Types: Heavy and Highway

Counties: Maryland Counties of
Harford

Excludes Dredging

Modification Number	Publication Date
0	01/02/2026
1	05/18/2026
2	06/04/2026

SAMD2025-001 12/11/2025

	Rates	Fringes
BRICKLAYER.....	\$ 24.00	0.00
CARPENTER.....	\$ 35.89	14.60
CARPENTER - SHORING SCAFFOLD BUILDER.....	\$ 35.89	14.60
CEMENT MASON.....	\$ 24.00	0.00
ELECTRICIAN.....	\$ 36.84	19.62
IRONWORKER - STRUCTURAL.....	\$ 37.60	27.13
LABORER - AIR TOOL OPERATOR.....	\$ 27.32	7.21
LABORER - ASPHALT PAVER.....	\$ 27.32	7.21
LABORER - ASPHALT RAKER.....	\$ 16.00	0.33
LABORER - BLASTER - DYNAMITE.....	\$ 27.32	7.21
LABORER - BURNER.....	\$ 27.32	7.21
LABORER - COMMON.....	\$ 16.00	0.33
LABORER - CONCRETE PUDDLER.....	\$ 16.00	0.33
LABORER - CONCRETE SURFACER.....	\$ 27.32	7.21
LABORER - CONCRETE TENDER.....	\$ 16.00	0.33
LABORER - CONCRETE VIBRATOR.....	\$ 16.00	0.33
LABORER - DENSITY GAUGE.....	\$ 16.00	0.33
LABORER - FIREPROOFER - MIXER.....	\$ 16.00	0.33
LABORER - FLAGGER.....	\$ 16.00	0.33
LABORER - GRADE CHECKER.....	\$ 16.00	0.33
LABORER - HAND ROLLER.....	\$ 16.00	0.33
LABORER - HAZARDOUS MATERIAL HANDLER.....	\$ 27.32	7.21
LABORER - JACKHAMMER.....	\$ 16.00	0.33
LABORER - LANDSCAPING.....	\$ 16.00	0.33

LABORER - LAYOUT.....	\$ 16.00	0.33
LABORER - LUTEMAN.....	\$ 16.00	0.33
LABORER - MASON TENDER.....	\$ 27.32	7.21
LABORER - MORTAR MIXER.....	\$ 16.00	0.33
LABORER - PIPELAYER.....	\$ 27.32	7.21
LABORER - PLASTERER - HANDLER.....	\$ 16.00	0.33
LABORER - SCAFFOLD BUILDER.....	\$ 27.32	7.21
LABORER - TAMPER.....	\$ 16.00	0.33
MILLWRIGHT.....	\$ 39.50	17.52
PAINTER - BRIDGE.....	\$ 45.00	17.01
PILEDRIIVER.....	\$ 37.74	14.73
POWER EQUIPMENT OPERATOR - BACKHOE.....	\$ 34.00	14.05
POWER EQUIPMENT OPERATOR - BROOM / SWEEPER.....	\$ 31.04	14.05
POWER EQUIPMENT OPERATOR - BULLDOZER.....	\$ 34.00	14.05
POWER EQUIPMENT OPERATOR - CONCRETE PUMP.....	\$ 34.00	14.05
POWER EQUIPMENT OPERATOR - CRANE.....	\$ 42.00	19.10
POWER EQUIPMENT OPERATOR - DRILL - RIG.....	\$ 34.00	14.05
POWER EQUIPMENT OPERATOR - EXCAVATOR.....	\$ 34.00	14.05
POWER EQUIPMENT OPERATOR - FORKLIFT.....	\$ 31.04	14.05
POWER EQUIPMENT OPERATOR - GRADALL.....	\$ 35.00	14.05
POWER EQUIPMENT OPERATOR - GRADER.....	\$ 35.00	14.05
POWER EQUIPMENT OPERATOR - LOADER.....	\$ 34.00	14.05
POWER EQUIPMENT OPERATOR - MECHANIC.....	\$ 35.00	14.05
POWER EQUIPMENT OPERATOR - MILLING MACHINE.....	\$ 28.25	2.15
POWER EQUIPMENT OPERATOR - PAVER.....	\$ 21.00	1.46
POWER EQUIPMENT OPERATOR - ROLLER - EARTH.....	\$ 31.04	14.05
POWER EQUIPMENT OPERATOR - SCREED.....	\$ 29.23	16.48
POWER EQUIPMENT OPERATOR - SKID STEER (Bobcat).....	\$ 31.04	14.05
POWER EQUIPMENT OPERATOR-VACUUM TRUCK.....	\$ 38.60	15.75
STONE MASON.....	\$ 45.65	21.51
TILE & TERRAZZO FINISHER.....	\$ 28.85	12.85
TRUCK DRIVER - DUMP.....	\$ 27.35	3.39
TRUCK DRIVER - FLATBED.....	\$ 21.00	0.00
TRUCK DRIVER - LOWBOY.....	\$ 24.75	2.00
TRUCK DRIVER - TACK/TAR TRUCK.....	\$ 32.64	13.91
TRUCK DRIVER - WATER.....	\$ 25.00	0.00

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	Rates	Fringes
LINEWORKER/UNDERGROUND MECHANIC.....	\$ 29.97	5.19
POWER EQUIPMENT OPERATOR - ROLLER - ASPHALT.....	\$ 28.99	7.12
UNDERGROUND CABLE SPLICER.....	\$ 29.21	6.05
UNDERGROUND GAS MECHANIC.....	\$ 29.57	6.65

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, through December 31, 2026. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than SU , UAVG , SA , or SC denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The SU identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date,

6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

SU wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The SA identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the SA identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.

Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION

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Work Change Directive

Date of Issuance:

Effective Date:

Owner: City of Aberdeen

Owner's Contract No.:

Contractor:

Contractor's Project No.:

Engineer: KCI Technologies, Inc.

Engineer's Project No.: 13158575SM

Project: Swan Meadows Water & Sewer
Improvements

Contract Name:

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

Description:

Attachments:

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:☐ Lump Sum☐ Unit Price☐ Cost of the Work☐ 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:	Effective Date:
Owner: City of Aberdeen	Owner's Contract No.:
Contractor:	Contractor's Project No.:
Engineer: KCI Technologies, Inc.	Engineer's Project No.: 13158575SM
Project: Swan Meadows Water & Sewer Improvements	Contract Name:

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

Description:

Attachments:

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: _____ Engineer (if required)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____

Approved by Funding Agency (if applicable)

By: _____	Date: _____
Title: _____	

Field Order

Date of Issuance:	Effective Date:
Owner: City of Aberdeen	Owner's Contract No.:
Contractor:	Contractor's Project No.:
Engineer: KCI Technologies, Inc.	Engineer's Project No.: 13158575SM
Project: Swan Meadows Water & Sewer Improvements	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)

Description:

Attachments:

ISSUED:	RECEIVED:
By: _____ Engineer (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Title: _____	Title: _____
Date: _____	Date: _____

Copy to: Owner

CITY OF ABERDEEN – SUMMARY OF WORK

SECTION 011000 – SUMMARY OF WORK

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

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

1.02 SUMMARY

- A. Section includes:
 - 1. Project information.
 - 2. Work covered by Contract Documents.
 - 3. Sequence of Construction
 - 4. Work under separate contracts.
 - 5. Access to site.
 - 6. Work restrictions.
 - 7. Specification and drawing conventions.

1.03 PROJECT INFORMATION

- A. Project Identification: 1315857SM – Swan Meadows Water & Sewer Improvements in Aberdeen, Maryland.
 - 1. Project Location:
Swan Meadows neighborhood, including Aberdeen Avenue, APG Road, Bypass Drive, Chesapeake Court, Defense Drive, Liberty Street, Swan Street, and Victory Street
Aberdeen, MD 21001
- B. Owner: City of Aberdeen
 - 1. Owner's Representative:
Eric Daxon, PE
Director of Public Works
60 North Parke Street
Aberdeen, MD 21001
(410) 272-1600
- C. Engineer: KCI Technologies, Inc.
 - 1. Engineer's Representative:
Daniel R. String, PE
614 N Dupont Highway
Dover, DE 19901
(302) 318-1124

CITY OF ABERDEEN – SUMMARY OF WORK

1.04 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of the Project is defined by the Contract Documents and consists of improvements to the water and sewer pipe networks, including but not limited to:
 - 1. Install new sanitary sewer as indicated on the drawings and remove or abandon existing sewer in place as needed.
 - 2. Install new water main as indicated on the drawings and remove or abandon existing water as indicated.
 - 3. Perform all restoration including pavement, curb, sidewalk etc. within the right of way once all utilities are complete in each phase of work.
 - 4. Perform all restoration on private properties resulting from construction activities within each phase of work.

1.05 SEQUENCE OF CONSTRUCTION AND CONSTRAINTS

- A. Refer to the Suggested Sequence of Construction section as shown on sheet C-1.01 of the construction drawings. Contractor is responsible for all means, methods, and sequencing to execute the Work. A preliminary sequence of construction including a phasing plan is required as part of the Bid Submittal. Final sequencing and phasing must be reviewed and approved by the Owner prior to the start of construction activities.
- B. Constraints: Due to the nature of the work and location within an existing community, the Contractor must comply with the following constraints:
 - 1. Water and sanitary sewer service to each house must remain active at all times during construction (except for temporary outages for connection to new utilities).
 - 2. Unless otherwise approved in writing, daily restoration of all excavations is required to ensure safe access to residences and for emergency services.
 - 3. Contractor must provide maintenance of traffic including identification of temporary parking locations during active construction activities. Note that Defense Drive and Liberty Street are one-way streets with traffic flowing toward the southwest direction.
 - 4. Work shall be phased to minimize the area of active construction (disturbance) at any given time during the project. All utility replacement work and restoration within the vehicular travel lanes shall be completed in each phase prior to roadway disturbance beginning in the subsequent phase.
 - 5. All open excavations must be backfilled before the Contractor leaves the site each day. Loose stone can be used for daily restoration only. Cold patch or hot mix must be used for temporary restoration that will remain for more than 1 day. Temporary restoration can remain until all services are installed within the phased area, then permanent trench repair including 1-foot cutback on either side of the trench can be completed per County Detail R-4. Temporary restoration can remain in place for a maximum of 90 days or until the temporary restoration needs repair, whichever occurs first.

CITY OF ABERDEEN – SUMMARY OF WORK

1.06 WORK UNDER SEPARATE CONTRACTS

- A. General: Cooperate fully with separate contractors so work on those contracts may be carried out smoothly, without interfering with or delaying work under this Contract or other contracts. Coordinate the Work of this Contract with work performed under separate contracts.
- B. Concurrent Work: There is currently no other scheduled work planned at this facility. Should additional work be required concurrent to this Contract, the Owner shall notify the Contractor in advance and assist with coordination activities.

1.07 ACCESS TO SITE

- A. General: Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.
- B. Use of Site: Limit use of Project site to work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
 - 1. Limits: Confine construction operations to the limit of disturbance and designated staging areas as shown on the plans. This includes but is not limited to areas immediately adjacent to proposed features or areas otherwise approved by the owner. Prior to commencing work, contractor shall submit a staging area/work area plan to the engineer and owner indicating the proposed areas of disturbance.
 - 2. Driveways, Walkways and Entrances: Keep driveways, loading areas, and entrances serving premises available to Owner and emergency vehicles.
- C. Repair damage caused by construction operations.

1.08 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations.
 - 1. Comply with limitations on use of public streets and other requirements of authorities having jurisdiction.
- B. On-Site Work Hours: Limit work in the existing building to normal business working hours of 7:00AM to 5:00PM, Monday through Friday, except as otherwise indicated.
- C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
 - 1. Notify Engineer not less than seven (7) days in advance of proposed utility interruptions.
 - 2. Obtain Owner's written permission before proceeding with utility interruptions.
- D. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.

CITY OF ABERDEEN – SUMMARY OF WORK

1. Notify Owner and Engineer not less than two days in advance of proposed disruptive operations.
 2. Obtain Owner and Engineer's written permission before proceeding with disruptive operations.
- E. Employee Screening: Comply with Owner's requirements regarding drug and background screening of Contractor personnel working on the Project site.
1. Maintain list of approved screened personnel with Owner's Representative.

1.09 SPECIFICATION AND DRAWING CONVENTIONS

- A. 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. Imperative mood and streamlined language are generally used in the Specifications. 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.
 2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 1 General Requirements: Requirements of Sections in Division 1 apply to the Work of all Sections in the Specifications.
- C. Drawing Coordination: Requirements for materials and products identified on the Drawings are described in detail in the Specifications. One or more of the following are used on the Drawings to identify materials and products:
1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
 2. Abbreviations: Materials and products are identified by abbreviations scheduled on Drawings.
 3. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Manual.

END OF SECTION

CITY OF ABERDEEN – MEASUREMENT AND PAYMENT

SECTION 012200 - MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. General information in regard to payment.
- B. Procedures for preparation and submittal of applications for payment.

1.2 GENERAL

- A. **The Contractor is advised to review all the requirements and conditions set forth in this section prior to submitting a bid.**
- B. See General Conditions for additional requirements.
- C. Payment for the work completed under this Contract will be made at the stipulated prices bid (based on quantity installed). The unit prices shall include the furnishing of all labor, tools, equipment and materials and the performance of all work required to complete the project as indicated and specified in accordance with all requirements of the Contract Documents and to the entire satisfaction of the City and Engineer.
- D. The City shall not have any obligation to pay nor see to the payment of any monies to any contractor except as may otherwise be required by law. The Contractor shall submit an invoice on or about the 15th of each month in which the Contract is in effect for the work completed and verified to date. The City shall pay the Contractor's invoice once the Engineer has reviewed and signed the Contractor's Application for Payment, less retainage, within thirty (30) days after the Engineer affixes his signature to the Contractor's Application for Payment form.
- E. The application for payment shall include a description and verification of work completed by the Contractor. If the certified payrolls are not correct, the City shall withhold all payments to the Contractor without penalty until the certified payrolls are brought into compliance with the Contract Documents.
- F. No certificate for progress payment, nor any progress payment, nor any partial or entire use of occupancy of the Project by the City, shall constitute an acceptance of any Work which is not in accordance with the Contract Documents.
- G. All payments shall be subject to a five (5) percent retainage until the contract is complete and accepted by the City, and the Release of Liens has been completed and submitted.
- H. Payment for materials furnished and work done under this contract will be made as hereinafter stipulated, for the actual amount of materials supplied and work done under authorization of the Engineer and in accordance with the unit prices bid in the Bid Form; and the Contractor shall not be entitled to receive additional compensation for anything furnished or done, except for such extra work as shall be required by written order.

CITY OF ABERDEEN – MEASUREMENT AND PAYMENT

- I. It is intended that all work shown on the Contract Drawings and included in the specifications is to be paid for under the items listed in the Bid Form. The absence from the Bid Form of bid items for any specific category of work shall be interpreted as meaning that the cost of such work, accomplished as defined by the Contract Documents, shall be included in the prices bid for related items listed in the Bid Form. Should the Contractor feel that the cost for any item of work has not been defined by a Bid Form payment item, he shall include the cost for that work in some other applicable bid item, so that his proposal for the project reflects his total price for completing the work in its entirety.
- J. The prices stated in the proposal(s) include all costs and expenses for taxes, labor, equipment, materials, commissions, transportation charges and expenses, patent fees and royalties, labor for handling materials during inspection, together with any and all other costs and expenses for performing and completing the work as shown on the Drawings and specified herein. The basis of payment for an item at the lump sum or unit price shown in the proposal(s) shall be in accordance with the description of that item in this Section.
- K. All items in the Bid which are designated as “Contingent Bid Items” are to be used and will be paid for only at the written direction and authorization of the Engineer, if agreed to by the Owner. Payment under this section will be made for materials furnished and placed in addition to those shown or beyond the limits indicated or reasonably inferred from the Contract Documents. All materials furnished and installed shall be in accordance with these specifications. Measurements and payment will be in accordance with the proposal and will include but not necessarily be limited to the furnishing, hauling, placing, and installing of materials, and the furnishing of such manpower and equipment as required to accomplish the work as directed in writing by the Engineer.
- L. All excavation under this Contract is unclassified; that is, the unit prices bid shall be taken to include and cover all materials required to be excavated and backfilled, whether wet or dry, and regardless of the character of the materials. The excavations, removal and replacement of road surfacing materials, curb, sidewalk, gutter, and yard restoration, as required, shall be included in the unit prices bid with any exceptions as noted herein or as designated on the plans.
- M. The cost of dewatering and associated work will not be separately paid for but shall be considered as incidental to other bid items and included in the prices bid for them.
- N. All removal, relocation and disposal work as indicated in the Contract Documents, and/or as necessary to complete the proposed work shall be performed at no additional cost to the Owner. Cost of all removal, relocation and disposal work shall be included in the price bid.
- O. For the unit price Items included in the Bid, the Contractor will be paid for the actual quantity of the authorized work done or material furnished under each item of the proposal, at the unit price bid for such item. The quantities for payment under this Contract shall be determined by actual measurement of the completed items, in place, ready for service and accepted by the Owner, in accordance with the General Conditions.
- P. All items of work shall be measured concurrently, upon installation and before covering or backfilling, by the Resident Project Representative and the Contractor's

CITY OF ABERDEEN – MEASUREMENT AND PAYMENT

representative. All items so measured will be recorded by both parties in a format which can be kept current until completion of work. All measurements, to the maximum extent possible, shall be referenced to base dimensions and stationing shown on the Drawings.

- Q. Payments during the course of the work for lump sum items will be made on the basis of percentage completion of the work items listed in the schedule of values for each lump sum item. The Schedule of Values shall be prepared by the Contractor and submitted to the Engineer within 15 days of the execution of the Contract and shall serve as a breakdown of the lump sum bid for the purpose of arriving at a basis for the monthly estimate. The Schedule shall add up to 100% of the Lump Sum bid.

1.3 FORMAT

- A. Contractor's Application for Payment Form provided in the Contract Documents.
- B. For each item, provide a column for listing each of the following:
1. Specification Section No.
 2. Description of work.
 3. Scheduled Values.
 4. Previous Applications.
 5. Work in Place [and Stored Materials] under this Application.
 6. Authorized Change Orders.
 7. Total Completed [and Stored] to Date of Application.
 8. Percentage of Completion.
 9. Balance to Finish.

1.4 PREPARATION OF APPLICATIONS

- A. Present required information in typewritten form.
- B. Execute certification by signature of authorized officer.
- C. Use data from approved Schedule of Values. Provide dollar value in each column for each line item for portion of work performed and for stored Products.
- D. List each authorized Change Order as an extension, listing Change Order number and dollar amount as for an original item of Work.
- E. Prepare Application for Final Payment as specified in Section 006200.

CITY OF ABERDEEN – MEASUREMENT AND PAYMENT

1.5 SUBMITTAL PROCEDURES

- A. Submit four copies of each Application for Payment.
- B. Submit an updated construction schedule with each Application for Payment (See Section 000620).
- C. Payment Period: Submit at intervals stipulated in the Contract Form.
- D. Submit with transmittal letter as specified for Submittals in Section 013300.

1.6 SUBSTANTIATING DATA

- A. When Engineer requires substantiating information; submit data justifying dollar amounts in question.
 - 1. Provide one copy of data with cover letter for each copy of submittal. Show application number and date, and line item by number and description.
 - 2. Include the following with the application:
 - a. Current construction photographs specified in Section 013300.
 - b. Partial release of liens from major subcontractors and vendors.
 - c. Affidavits attesting to off-site stored products.
 - d. Construction progress schedules, revised and current.

1.7 ITEM MEASUREMENT AND PAYMENT

- A. Bid Item 1 – Mobilization, Demobilization, Bonds & Insurance
 - 1. Measurement – This item will not be measured. The total for this bid item should be 10% of the total base bid, excluding contingency.
 - 2. Payment – Payment will be made at the lump sum bid price for “Mobilization and Demobilization”, for which price and payment constitutes full compensation for all work associated with mobilizing and demobilizing the Project as described, all necessary clearing and grubbing, and for furnishing all Materials, labor, equipment, and incidentals required to complete the Work. Fifty percent (50%) of the lump sum Contract price for initial expense will be paid for in the first monthly payment, after which the remaining sum will be prorated for the duration of the contract. Price and payment will constitute full compensation for all labor, materials, equipment, tools, and incidentals required to complete the work. Payment of the Contract lump sum price for initial expense will not be made more than once, regardless of the fact that the Contractor may have for any reason shut down work on the Project or moved equipment away from the Project and then back again. The

CITY OF ABERDEEN – MEASUREMENT AND PAYMENT

cost of the required insurance and bonds, and any other initial expense required for the start of work will be included in this Section.

B. Bid Item 2 – Maintenance of Traffic and Pedestrians

1. Measurement – This item will not be measured.
2. Payment – Payment will be made at the lump sum bid price for “Maintenance of Traffic and Pedestrians”, for which price and payment constitutes full compensation for all work associated with controlling vehicular and pedestrian traffic and for furnishing all materials, labor, equipment, and incidentals required to complete this task. The lump sum bid price will be paid on a prorated basis for the duration of the contract.

C. Bid Item 3 – Erosion and Sediment Control

1. The lump sum price bid for to Furnish, Install and Maintain Erosion and Sediment Control Measures shall include all materials, labor, tools, and equipment necessary to perform the work including silt fence, construction entrance, filter cloth, dirt bags, stone, inlet protection, providing trash pumps as needed for dewatering, dewatering filter bags, curb inlet protection, at grade inlet protection, temporary and permanent seeding, 6” depth of topsoil for areas of permanent seeding, mulch, proper removal and disposal of all measures after construction is complete and all other related items as shown specified and directed. Payment for all work under this item will be made at the lump sum price bid on a prorated basis over the duration of the contract.
2. No measurement will be made for this item.

D. Bid Item 4 – 8” SDR35 PVC Sanitary Sewer

1. Measurement – Measurement for furnishing and installing sanitary sewers will be made horizontally along the center line of the pipe for each size and type of pipe without deduction for wye or drop connections. The inside lengths of manholes and junction chambers will be deducted.
2. Payment – Payment for furnishing and installing sanitary sewers, complete and in place, will be made per linear foot of the size and type of pipe installed. The price(s) bid shall include furnishing and installing of all pipe, fittings, plugs, stoppers, and jointing materials; connection to existing pipelines, structures, or manholes; testing; providing an approved spoil site, and disposing of all spoil or excess materials, sawcutting existing pavement, excavation, aggregate bedding to bottom of base course elevation, temporary pavement restoration back to existing surface with cold patch or asphalt, sawcut 1’ wider along each side of trench down to road base (aggregate), install base course up to mill elevation (trench width plus 2’), and backfill; all field compaction testing per County standards, restoration of all disturbed areas; temporary paving; test pitting; and incidental items to complete the sanitary sewers not specifically included in other unit price bid items.

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E. Bid Item 5 – 12” SDR35 PVC Sanitary Sewer

1. Measurement – Measurement for furnishing and installing sanitary sewers will be made horizontally along the center line of the pipe for each size and type of pipe without deduction for wye or drop connections. The inside lengths of manholes and junction chambers will be deducted.
2. Payment – Payment for furnishing and installing sanitary sewers, complete and in place, will be made per linear foot of the size and type of pipe installed. The price(s) bid shall include furnishing and installing of all pipe, fittings, plugs, stoppers, and jointing materials; connection to existing pipelines, structures, or manholes; testing; providing an approved spoil site, and disposing of all spoil or excess materials, sawcutting existing pavement, excavation, aggregate bedding to bottom of base course elevation, temporary pavement restoration back to existing surface with cold patch or asphalt, sawcut 1’ wider along each side of trench down to road base (aggregate), install base course up to mill elevation (trench width plus 2’), and backfill; all field compaction testing per County standards, restoration of all disturbed areas; temporary paving; test pitting; and incidental items to complete the sanitary sewers not specifically included in other unit price bid items.

F. Bid Item 6 – Bypass Piping, Temporary Connections, etc.

1. Measurement – This item will not be measured.
2. Payment – The lump sum bid price shall include all labor, tools and equipment to facilitate construction of all work including but not limited to excavation, sheeting, shoring, bracing and dewatering, stone bedding and backfilling with specified material, compaction, concrete channel, concrete slab, concrete collar, ladder, seals, gaskets, bench, steps, drop piping, stone sub-grade, frames and covers, stormwater inserts, grout, O-rings/seals, brick, adjustment rings, temporary paving and site restoration.

G. Bid Item 7 – Abandon Existing Sanitary Sewer In-Place

1. Measurement – Measurement for abandonment of existing utilities and underground structures will be made on the basis of linear feet of pipeline sections to the inside wall of the manhole or junction box. The abandonment of utilities shall be in accordance with Harford County’s Standard Specifications and Details for Water Mains & Sewer Mains.
2. Payment – Payment for abandonment of existing utilities and underground structures will be made at the unit price bid per linear foot of utility. The price bid shall include surface restoration, and incidental items to abandon the existing utility or underground structure. Linear foot price shall account for all incidentals such as laterals and cleanouts. Abandonment of manholes shall be paid under a separate item.

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H. Bid Item 8 – Sanitary Sewer Manholes

1. Measurement – Measurement for furnishing and installing sanitary sewer manholes will be made per structure for the number of each type constructed, as shown on the Standard Details.
2. Payment – Payment for sanitary sewer manholes will be made per each type and size (diameter) of manhole installed. The price(s) bid shall include but not limited to excavation, sheeting, shoring, bracing and dewatering, stone bedding and backfilling with specified material, compaction, concrete channel, concrete slab, concrete collar, ladder, seals, gaskets, interior polymer lining, bench, steps, drop piping, stone sub-grade, frames and covers, stormwater inserts, grout, O-rings/seals, brick, adjustment rings, temporary paving and site restoration, furnishing and installing all precast, masonry, or cast-in-place concrete units, waterproofing, reinforcing bars, ladder rungs, metal frames and covers; all testing; providing an approved spoil site, and disposing of all spoil and excess materials; off-site requirements at spoil storage or borrow sites; restoration of all disturbed areas, and incidental items to complete the manholes.

I. Bid Item 9 – Abandon Existing Sanitary Sewer Manholes In-Place

1. Measurement – Measurement for abandonment of existing utilities and underground structures will be made on the basis of the count of structures abandoned per Harford County's Standard Specifications and Details for Water Mains & Sewer Mains.
2. Payment – Payment for abandonment of existing manholes will be made at the unit price bid per each structure abandoned. The price bid shall include all materials, labor, equipment, etc. required to abandon existing structures below grade per City requirements including disposal of all materials, surface restoration, and incidental items to abandon the existing utility or underground structure.

J. Bid Item 10 – 6-Inch SDR26 Sanitary Sewer Service Laterals (system-owned: sewer main to cleanout)

1. Measurement – Measurements for furnishing and installing sanitary house connections will be made horizontally along the center line of pipe for each size and type of pipe from the center line of the sewer main to the cleanout without deduction for wyes, bends, cleanouts, plugs, or other fittings.
2. Payment – Payment for furnishing and installing sanitary house connections complete and in place will be made per linear foot of the size and type of pipe installed. The price(s) bid shall include all materials, labor, tools, and equipment necessary to perform the work including, but not limited to coordination of the final location of the lateral with the property owner, excavation, sheeting, shoring, bracing and dewatering, proper disposal of water, bedding and backfilling with specified materials, all field compaction testing per County standards, pipe, fittings, bends, detectable warning tape, miscellaneous materials and supplies, temporary pavement and site restoration as indicated in the contract documents, test pitting, locating, and protection of existing utilities, storm drains, lawn irrigation systems, and propane tanks, etc., repair in case of damage, topsoiling, fine grading,

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fertilizing, and seeding of disturbed areas and all other work as shown specified and directed from the main to limits of R.O.W. (cleanout). This item specifically includes restoration of curb, sidewalk, and other existing features required for the installation of the sewer laterals. Upright curb shall be replaced in-kind whereas triangular curb shall be asphalt repair per Detail S-3a.

K. Bid Item 11 – 6-Inch SDR26 Sanitary Sewer Service Laterals (customer-owned: cleanout to house)

1. Measurement – Measurements for furnishing and installing sanitary house connections will be made from the cleanout to the end of the house connection without deduction for wyes, bends, cleanouts, plugs, or other fittings.
2. Payment – Payment for furnishing and installing sanitary house connections complete and in place will be made per linear foot of the size and type of pipe installed. The price(s) bid shall include all materials, labor, tools, and equipment necessary to perform the work including, but not limited to coordination of the final location of the lateral with the property owner, excavation, sheeting, shoring, bracing and dewatering, proper disposal of water, bedding and backfilling with specified materials, all field compaction testing per County standards, pipe, fittings, bends, detectable warning tape, miscellaneous materials and supplies, temporary pavement and site restoration as indicated in the contract documents, test pitting, locating, and protection of existing utilities, storm drains, lawn irrigation systems, and propane tanks, etc., repair in case of damage, topsoiling, fine grading, fertilizing, and seeding of disturbed areas and all other work as shown specified and directed from the limits of R.O.W. (cleanout) to the home. Bushes shall be replaced in-kind unless located within City ROW.

L. Bid Item 12 – 6-Inch SDR26 Sanitary Sewer Service Cleanouts

1. Measurement – Measurement shall be made for each cleanout installed, including all equipment, materials and labor.
2. The unit price bid to furnish and Install 6 Inch Sanitary Sewer Cleanouts shall include all materials, labor, tools, and equipment necessary to perform the work per the requirements of the plans and specifications including but not limited to all pipe, excavation, sheeting, shoring, bracing and dewatering, disposal of water, bedding and backfill with specified material, compaction, caps, plugs, cleanout frame and cover, detectable warning tape, bends, fittings, testing, temporary pavement and site restoration, as indicated in the contract documents, test pitting, locating, and protection of existing utilities, storm drains, septic tanks, septic drain fields, wells, lawn irrigation systems, and propane tanks, etc., and repair in case of damage, the cost of topsoiling, fine grading, fertilizing, and seeding of disturbed areas, all applicable items of paragraph D1 above and all other work as shown, specified, and directed.
3. Payment for all work under this item will be made at the unit bid price for each cleanout furnished and installed.

M. Bid Item 13 – 8” DR14 C900 PVC Water Main

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1. Measurement – Measurement for furnishing and installing water mains will be made horizontally along the center line of the pipe for each size and type of pipe without deduction for fittings or valves.
2. Payment – Payment for furnishing and installing water mains, complete and in place, will be made per linear foot of the size and type of pipe installed. The price(s) bid shall include excavation, sheeting, shoring, bracing, backfill, sawcutting existing pavement, aggregate bedding to bottom of base course elevation, temporary pavement restoration back to existing surface with cold patch or asphalt, sawcut 1' wider along each side of trench down to road base (aggregate), install base course up to mill elevation (trench width plus 2'), all field compaction testing per County standards, furnishing and installing all pipe valves (less than 8-inches in diameter), fittings, jointing materials, tracer wire and test stations where required, and buttresses, providing an approved spoil site, and disposing of all spoil or excess materials; bedding materials between top of pipe and subgrade including off-site requirements at spoil storage or borrow sites; restoration of all disturbed areas, temporary paving, test pitting, removing existing buttresses when necessary, and connecting to existing pipelines, structures; testing and disinfecting the water main, and incidental items to complete the water main.

N. Bid Item 14 – 10" DR14 C900 PVC Water Main

1. Measurement – Measurement for furnishing and installing water mains will be made horizontally along the center line of the pipe for each size and type of pipe without deduction for fittings or valves less than 8-inches in diameter.
2. Payment – Payment for furnishing and installing water mains, complete and in place, will be made per linear foot of the size and type of pipe installed. The price(s) bid shall include excavation, sheeting, shoring, bracing, backfill, sawcutting existing pavement, aggregate bedding to bottom of base course elevation, temporary pavement restoration back to existing surface with cold patch or asphalt, sawcut 1' wider along each side of trench down to road base (aggregate), install base course up to mill elevation (trench width plus 2'), all field compaction testing per County standards, furnishing and installing all pipe valves (less than 8-inches in diameter), fittings, jointing materials, tracer wire and test stations where required, and buttresses, providing an approved spoil site, and disposing of all spoil or excess materials; bedding materials between top of pipe and subgrade including off-site requirements at spoil storage or borrow sites; restoration of all disturbed areas, temporary paving, test pitting, removing existing buttresses when necessary, and connecting to existing pipelines, structures; testing and disinfecting the water main, and incidental items to complete the water main.

O. Bid Item 15 – 12" DR14 C900 PVC Water Main

1. Measurement – Measurement for furnishing and installing water mains will be made horizontally along the center line of the pipe for each size and type of pipe without deduction for fittings or valves less than 8-inches in diameter.
2. Payment – Payment for furnishing and installing water mains, complete and in place, will be made per linear foot of the size and type of pipe installed. The

price(s) bid shall include excavation, sheeting, shoring, bracing, backfill, sawcutting existing pavement, aggregate bedding to bottom of base course elevation, temporary pavement restoration back to existing surface with cold patch or asphalt, sawcut 1' wider along each side of trench down to road base (aggregate), install base course up to mill elevation (trench width plus 2'), all field compaction testing per County standards, furnishing and installing all pipe valves (less than 8-inches in diameter), fittings, jointing materials, tracer wire and test stations where required, and buttresses, providing an approved spoil site, and disposing of all spoil or excess materials; bedding materials between top of pipe and subgrade including off-site requirements at spoil storage or borrow sites; restoration of all disturbed areas, temporary paving, test pitting, removing existing buttresses when necessary, and connecting to existing pipelines, structures; testing and disinfecting the water main, and incidental items to complete the water main.

P. Bid Item 16 – Abandon Existing Water Main In-Place

1. Measurement – Measurement for abandonment of existing utilities and underground structures will be made on the basis of the of pipeline sections and/or structures abandoned. The abandonment of utilities shall be in accordance with Harford County's Standard Specifications and Details for Water Mains & Sewer Mains.
2. Payment – Payment for abandonment of existing utilities and underground structures will be made at the unit price bid per linear foot of utility and/or structure abandoned. The price bid shall include all surface restoration, and incidental items to abandon the existing utility or underground structure.

Q. Bid Item 17 – 12" Gate Valve and Box

1. Measurement – Measurement for furnishing and installing water valves (gate, tapping valves and sleeves) 12-inches in diameter and appurtenances will be made of the number of each size and type installed complete.
2. Payment – Payment for furnishing and installing water valves (gate, tapping valves and sleeves) 12-inches in diameter and appurtenances will be made for each size and type of valve installed. The price(s) bid shall include furnishing and installing all valves, roadway valve boxes, jointing materials and buttresses, strapping, restoration; testing of the complete installation; and incidental items to complete the valve installation.

R. Bid Item 18 – 8" Gate Valve and Box

1. Measurement – Measurement for furnishing and installing water valves (gate, tapping valves and sleeves) 8-inches in diameter and appurtenances will be made of the number of each size and type installed complete.
2. Payment – Payment for furnishing and installing water valves (gate, tapping valves and sleeves) 8-inches in diameter and appurtenances will be made for each size and type of valve installed. The price(s) bid shall include, furnishing and installing all valves, roadway valve boxes, jointing materials and buttresses, strapping,

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restoration; testing of the complete installation; and incidental items to complete the valve installation.

S. Bid Item 19 – Install New Fire Hydrant

1. Measurement – Measurement for fire hydrant installations or relocations will be made of the number of hydrants satisfactorily installed as shown on the Plans or directed by the County. Fire hydrant lead pipe, fittings, valves, and appurtenances will not be measured for it will be incidental to fire hydrant installation.
2. Payment – Payment for furnishing and installing fire hydrants complete and in place will be made per hydrant for the total number placed. The price bid shall include all removal, and disposal of spoil materials; furnishing and placing washed gravel under and around the hydrant; tee, hydrant lead, hydrant lead valve, hydrant, all hydrant and/or valve extensions (if required), backfill, test pitting, temporary paving, site restoration, restraint system, roadway boxes, bracing, testing and painting of the complete installation; and for incidental items to complete the hydrant installation.

T. Bid Item 20 – Water Service including Temporary Pavement (system-owned: water main to meter)

1. Measurement – Measurement for water services will be made per each type and size of service installed. Measurement for meter settings and vaults or curb stops will not be made for it will be incidental to water service installation.
2. Payment – Payment for furnishing and installing water services will be made per each type and size of service installed. The price(s) bid shall include all materials, labor, tools, and equipment necessary to perform the work including, but not limited to furnishing and installing the pipe or tubing, fittings, bends, driving sleeves, curb stops, curb stop valve boxes, bypass lines, coordination of the final location of the service with the property owner, excavation, sheeting, shoring, bracing and dewatering, proper disposal of water, bedding and backfilling with specified materials, compaction, miscellaneous materials and supplies, temporary pavement and site restoration as indicated in the contract documents, test pitting, locating, and protection of existing utilities, storm drains, lawn irrigation systems, and propane tanks, etc., repair in case of damage, topsoiling, fine grading, fertilizing, and seeding of disturbed areas and all other work as shown specified and directed from the main to the meter. This item specifically includes restoration of curb, sidewalk, and other existing features required for the installation of the water services. Upright curb shall be replaced in-kind whereas triangular curb shall be asphalt repair per Detail S-3a.

U. Bid Item 21 – Water Service (customer-owned: meter to house)

1. Measurement – Measurement for water services will be made by size and length of service installed. Measurement for meter settings and vaults or curb stops will not be made because it will be incidental to water service installation. Existing meters shall be relocated at the same address.

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2. Payment – Payment for furnishing and installing water services will be made by size and length of service installed. The price(s) bid shall include all materials, labor, tools, and equipment necessary to perform the work including, but not limited to furnishing and installing the pipe or tubing, fittings, driving sleeves, curb stops, curb stop valve boxes, bypass lines, temporary paving, coordination of the final location of the service with the property owner, excavation, sheeting, shoring, bracing and dewatering, proper disposal of water, bedding and backfilling with specified materials, compaction, miscellaneous materials and supplies, site restoration as indicated in the contract documents, test pitting, locating, and protection of existing utilities, storm drains, lawn irrigation systems, and propane tanks, etc., repair in case of damage, topsoiling, fine grading, fertilizing, and seeding of disturbed areas and all other work as shown specified and directed from the meter to the house. Bushes shall be replaced in-kind unless located within City ROW.

V. Bid Item 22 – Water Meter including Meter Pit Installation and Backfill

1. Measurement – Measurement shall be made by the number of complete water meter pit assembly installations.
2. Payment - Payment will be made at the contract unit price bid for each meter pit assembly furnished and installed, including vault, frame, cover and temporary paving. This includes all work necessary to provide all materials, labor, equipment and incidentals required to complete this task. All meter pits shall be installed 5 feet behind the existing curb per Detail W-17. Existing meters shall be relocated from existing meter pits to new meter pits. Meter yokes and setters will need to be replaced with new. Work under this item shall be performed as indicated in the contract documents. The contract price for each item installed will be paid on each monthly estimate.

1.8 CONTINGENCY BID ITEMS – Contingency Items are exclusively for use at the direction of the Owner and should not be considered for use in conjunction with base bid items above.

A. Bid Item 23 – Remove Existing Curb and Install New Curb

1. Measurement: Existing curb removal and installation of new curb will be measured by the linear foot for the quantity directed by the Owner in excess of what is required by the Contractor to perform the work described in the base bid. This item is not intended for use in conjunction with utility installation as removal and replacement is considered incidental to the utility installation costs.
2. Payment for providing all materials, tools, labor, equipment, and incidentals necessary for removing existing curb and stone base, provide suitable fill, compaction, compaction testing, and providing an approved spoil disposal site and disposing of curb, aggregate, and excess materials. Payment for this item shall include all materials, labor, tools, incidentals, and equipment necessary for installation of curbing: forms, release agent, concrete, excavation, stone base, compaction, joint material, sawcuts for joints, suitable fill, plastic covering, providing an approved spoil disposal site and disposing of concrete, spoils, and excess materials.

B. Bid Item 24 – Remove Existing Curb and Gutter and Install New Curb and Gutter

1. Measurement: Existing curb and gutter removal and installation of new curb and gutter will be measured by the linear foot for the quantity directed by the Owner in excess of what is required by the Contractor to perform the work described in the base bid. This item is not intended for use in conjunction with utility installation as removal and replacement is considered incidental to the utility installation costs.
2. Payment for providing all materials, tools, labor, equipment, and incidentals necessary for removing existing curb and gutter and stone base, provide suitable fill, compaction, compaction testing, and providing an approved spoil disposal site and disposing of curb and gutter, aggregate, spoils, and excess materials. Payment for this item shall include all materials, labor, tools, incidentals, and equipment necessary for installation of curb and gutter: forms, release agent, concrete, excavation, stone base, compaction, joint material, sawcuts for joints, suitable fill, plastic covering, providing an approved spoil disposal site and disposing of concrete, spoils, and excess materials.

C. Bid Item 25 – Miscellaneous Excavation and Select Backfill

1. The price bid for miscellaneous excavation and backfill shall include and cover excavation and backfill, dewatering including well pointing as necessary, removal and restoration of pavement, curb and gutter, sidewalk, and all other incidental work. Test pitting not specifically called for on the Contract Documents will be paid for under “Miscellaneous Excavation and Backfill.” Where the Engineer directs the Contractor to relocate a trench because of an unforeseen obstruction in the trench or to test pit a utility (if not included in item), the Contractor will be paid for the excavation and backfill under this bid item.
2. Test pitting specifically called for in the Contract Documents will not be paid for under “Miscellaneous Excavation and Backfill.” Test pitting required to verify the location of existing utilities as stated in previous bid items will not be paid for under “Miscellaneous Excavation and Backfill.”
3. Measurement for quantities of miscellaneous excavation and backfill will be based upon the authorized volume (cubic yard) of the excavation and backfill as directed by the engineer. This bid item is not to be used for additional widths as may be associated with any trench wall failure or additional excavations for the Contractor’s convenience.
4. Payment for all work in connection with miscellaneous excavation and backfill will be made at the appropriate unit price bid for the volume actually excavated and refilled within the limits defined here in before and as directed by the Engineer.

D. Bid Item 26 – Furnish and Place Miscellaneous 4,000 PSI Concrete

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1. The price bid shall include and cover furnishing and placing miscellaneous 4,000 psi concrete, including forming, finishing, and all other incidental work or other construction not included as part of other pay items.
2. Measurement of quantities for miscellaneous concrete will be made based upon authorized volume (cubic yard) of concrete placement.
3. No Sakrete®, or similar product, shall be allowed in miscellaneous concrete.
4. Payment for all work in connection with miscellaneous concrete will be made at the appropriate unit prices bid for the volume of concrete furnished and placed within the limits defined here in before and as authorized by the Engineer.

E. Bid Item 27 – Furnish and Place Porous Fill Material, Coarse Aggregate No. 57 Stone

1. This item of work shall consist of furnishing and placing complete, approved coarse aggregate material, No. 57 Stone in addition to that shown on the Drawings, specified, or included in other Bid Items, and in accordance with the written direction of the Engineer.
2. Payment for all work under this item will be made at the unit bid price for the tons furnished and placed in compliance with the Contract Documents and as directed and approved by the Engineer.

F. Bid Item 28 – Furnish and Place Borrow Material, Borrow Type “C” (Backfill)

1. This item of work shall consist of furnishing and placing complete, approved borrow material, Type “C” in addition to that shown on the Drawings, specified, or included in other Bid Items, and in accordance with the written direction of the Engineer.
2. Payment for all work under this item will be made at the unit bid price for the tons furnished and placed in compliance with the Contract Documents and as directed and approved by the Engineer.

1.9 UNITS OF MEASURE

- A. Bid items to be paid per linear foot shall be measured based on the stationing and scale shown on the construction plans. Additional payment will not be made for extra length required due to changes in the vertical alignment.
- B. Bid items to be paid per square yard shall be measured by amount excavated, milled, top soiled, or otherwise affected by construction activity, regardless of depth.
- C. Bid items to be paid per cubic yard shall be measured by the amount excavated, supplied, or installed as required to complete the work.
- D. Bid items to be paid on a per unit basis shall be measured based on the installation of a fully functional component.

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- E. Bid items to be paid on a per ton basis shall be measured based on the number of tons removed, replaced or installed.
- F. Bid items to be paid on a lump sum basis shall be measured based on a fully functioning system.
- G. Bid items to be paid on a per day basis shall be measured based on the number of complete calendar days required.
- H. The Total Bid Amount shall be the sum of the Base Bid Total and the Contingency & Incidental Bid Total. The lowest bid determination shall be based on the Total Bid Amount.

END OF SECTION

CITY OF ABERDEEN – CONTRACT MODIFICATION PROCEDURES

SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions and other Division 01 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. Section includes administrative and procedural requirements for handling and processing Contract modifications.

1.03 MINOR CHANGES IN THE WORK

- A. Engineer will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time.
- B. Service-Initiated Proposal Requests: Engineer 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. Work Change Proposal Requests issued by the Engineer are not instructions either to stop work in progress or to execute the proposed change.
 - 2. Within time specified in Proposal Request or 20 days, when not otherwise specified, 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.
 - e. Quotation Form: Use forms acceptable to Engineer.
- C. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to the Engineer.
 - 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.

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2. 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.
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 all requirements if the proposed change requires substitution of one product or system for product or system specified.
7. Proposal Request Form: Use form acceptable to Engineer.

1.04 CHANGE ORDER PROCEDURES

- A. On City's approval of a Work Changes Proposal Request, Engineer will issue a Change Order for signatures of the City and Contractor on form included in the specifications.

1.05 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Work Change Directive: The City or the Engineer may issue a Construction Work Change Directive on the form included in the specifications. Construction Work Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
 1. Construction Work 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 Work Change Directive.
 1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

CITY OF ABERDEEN – PAYMENT PROCEDURES

SECTION 012900 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions and other Division 01 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Requirements:
 - 1. Section 012600 "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
 - 2. Section 013200 "Construction Progress Documentation" for administrative requirements governing the preparation and submittal of the Contractor's construction schedule.

1.03 DEFINITIONS

- A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

1.04 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule. Cost-loaded Critical Path Method Schedule may serve to satisfy requirements for the schedule of values.
 - 1. Coordinate line items in the schedule of values with other required administrative forms and schedules, including the following:
 - a. Application for Payment forms with continuation sheets.
 - b. Submittal schedule.
 - c. Items required to be indicated as separate activities in Contractor's construction schedule.
 - 2. Submit the schedule of values to Engineer at earliest possible date, but no later than seven days before the date scheduled for submittal of initial Applications for Payment.

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3. Subschedules for Phased Work: Where the Work is separated into phases requiring separately phased payments, provide subschedules showing values coordinated with each phase of payment.
 4. Subschedules for Separate Elements of Work: Where the Contractor's construction schedule defines separate elements of the Work, provide subschedules showing values coordinated with each element.
 5. Subschedules for Separate Design Contracts: Where the City has retained design professionals under separate contracts who will each provide certification of payment requests, provide subschedules showing values coordinated with the scope of each design services contract as described in Section 011000 "Summary."
- B. Format and Content: Use Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.
1. Identification: Include the following Project identification on the schedule of values:
 - a. Project name and location.
 - b. Name of Engineer.
 - c. Engineer's project number.
 - d. Contractor's name and address.
 - e. Date of submittal.
 2. Arrange the schedule of values in tabular form with separate columns to indicate the following for each item listed:
 - a. Related Specification Section or Division.
 - b. Description of the Work.
 - c. Name of subcontractor.
 - d. Name of manufacturer or fabricator.
 - e. Name of supplier.
 - f. Change Orders (numbers) that affect value.
 - g. Dollar value of the following, as a percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
 - 1) Labor.
 - 2) Materials.
 - 3) Equipment.
 3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with Project Manual table of contents. Provide multiple line items for principal subcontract amounts in excess of five percent of the Contract Sum.
 - a. Include separate line items under Contractor and principal subcontracts for Project closeout requirements in an amount totaling five percent of the Contract Sum and subcontract amount.
 4. Round amounts to nearest whole dollar; total shall equal the Contract Sum.

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5. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
 - a. Differentiate between items stored on-site and items stored off-site. If required, include evidence of insurance.
6. Provide separate line items in the schedule of values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
7. Allowances: Provide a separate line item in the schedule of values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.
8. Purchase Contracts: Provide a separate line item in the schedule of values for each purchase contract. Show line-item value of purchase contract. Indicate the City payments or deposits, if any, and balance to be paid by Contractor.
9. Each item in the schedule of values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
 - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the schedule of values or distributed as general overhead expense, at Contractor's option.
10. Schedule Updating: Update and resubmit the schedule of values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.05 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment following the initial Application for Payment shall be consistent with previous applications and payments as certified by Engineer and Construction Manager and paid for by the 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 the 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: Submit Application for Payment to Engineer by the Owner's specified day of the month. The period covered by each Application for Payment is one month, ending on the Owner's specified day of the month.
 1. Submit draft copy of Application for Payment seven days prior to due date for review by Engineer.

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- D. Application for Payment Forms: Use forms acceptable to Engineer and Construction Manager and the Owner for Applications for Payment. Submit forms for approval with initial submittal of schedule of values.
- E. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Engineer or Construction Manager will return incomplete applications without action.
 - 1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
 - 2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
 - 3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
 - 4. Indicate separate amounts for work being carried out under the City-requested project acceleration.
- F. Stored Materials: Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but not yet installed. Differentiate between items stored on-site and items stored off-site.
 - 1. Provide certificate of insurance, evidence of transfer of title to the City, and consent of surety to payment, for stored materials.
 - 2. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
 - 3. Provide summary documentation for stored materials indicating the following:
 - a. Value of materials previously stored and remaining stored as of date of previous Applications for Payment.
 - b. Value of previously stored materials put in place after date of previous Application for Payment and on or before date of current Application for Payment.
 - c. Value of materials stored since date of previous Application for Payment and remaining stored as of date of current Application for Payment.
- G. Transmittal: Submit 5 signed and notarized original copies of each Application for Payment to Construction Manager by a method ensuring receipt within 24 hours. 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.
- H. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's liens from subcontractors, sub-subcontractors, and suppliers for construction period covered by the previous application.

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1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
 2. When an application shows completion of an item, submit conditional final or full waivers.
 3. The City reserves the right to designate which entities involved in the Work must submit waivers.
 4. Submit final Application for Payment with or preceded by conditional final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
 5. Waiver Forms: Submit executed waivers of lien on forms, acceptable to the City.
- I. 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. Schedule of values.
 3. Contractor's construction schedule (preliminary if not final).
 4. Products list (preliminary if not final).
 5. Schedule of unit prices.
 6. Submittal schedule (preliminary if not final).
 7. List of Contractor's staff assignments.
 8. List of Contractor's principal consultants.
 9. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
 10. Initial progress report.
 11. Report of preconstruction conference.
 12. Certificates of insurance and insurance policies.
 13. Performance and payment bonds.
 14. Data needed to acquire The Service's insurance.
- J. Application for Payment at Substantial Completion: After Engineer issues the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.

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1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
 2. This application shall reflect Certificate(s) of Substantial Completion issued previously for the City occupancy of designated portions of the Work.
- K. Final Payment Application: After completing Project closeout requirements, 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. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
 5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
 6. AIA Document G707, "Consent of Surety to Final Payment."
 7. Evidence that claims have been settled.
 8. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when the City took possession of and assumed responsibility for corresponding elements of the Work.
 9. Final liquidated damages settlement statement.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions and other Division 01 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
 - 1. General coordination procedures.
 - 2. Coordination drawings.
 - 3. Requests for Information (RFIs).
 - 4. Project Web site.
 - 5. Project meetings.
- B. Each contractor shall participate in coordination requirements. Certain areas of responsibility are assigned to a specific contractor.
- C. Related Requirements:
 - 1. Section 013200 "Construction Progress Documentation" for preparing and submitting Contractor's construction schedule.
 - 2. Section 017700 "Closeout Procedures" for coordinating closeout of the Contract.

1.03 DEFINITIONS

- A. RFI: Request from the City, Construction Manager, or Contractor seeking information required by or clarifications of the Contract Documents.

1.04 INFORMATIONAL SUBMITTALS

- A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work. 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.
- B. Key Personnel Names: Within 15 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home, office, and cellular telephone numbers and e-mail addresses. Provide names, addresses, and telephone numbers of individuals assigned as alternates in the absence of individuals assigned to Project.
1. Post copies of list in project meeting room, in temporary field office, and by each temporary telephone. Keep list current at all times.

1.05 GENERAL COORDINATION PROCEDURES

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections, which depend on each other for proper installation, connection, and operation.
1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation. Schedule work in accordance with contract document phasing.
 2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
 3. Make adequate provisions to accommodate items scheduled for later installation.
- B. Coordination: Each contractor shall coordinate its construction operations with those of other contractors and entities to ensure efficient and orderly installation of each part of the Work. Each contractor shall coordinate operations, included in different Sections, which depend on each other for proper installation, connection, and functionality.
1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 2. Coordinate installation of different components with other contractors to ensure maximum performance and accessibility for required maintenance, service, and repair.
 3. Make adequate provisions to accommodate items scheduled for later installation.
- C. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.

1. Prepare similar memoranda for the City and separate contractors if coordination of their Work is required.
- D. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors (if any) to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
1. Preparation of Contractor's construction schedule.
 2. Preparation of the schedule of values.
 3. Installation and removal of temporary facilities.
 4. Delivery and processing of submittals.
 5. Progress meetings.
 6. Preinstallation conferences.
 7. Project closeout activities.
- E. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.
1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. See other Sections for disposition of salvaged materials that are designated as The City's property.

1.06 COORDINATION DRAWINGS

- A. Coordination Drawings, General: Prepare coordination drawings according to requirements in individual Sections, and additionally where installation is not completely shown on Shop Drawings, where limited space availability necessitates coordination, or if coordination is required to facilitate integration of products and materials fabricated or installed by more than one entity.
1. Content: Project-specific information, drawn accurately to a scale large enough to indicate and resolve conflicts. Do not base coordination drawings on standard printed data. Include the following information, as applicable:
 - a. Use applicable Drawings as a basis for preparation of coordination drawings. Prepare sections, elevations, and details as needed to describe relationship of various systems and components.
 - b. Coordinate the addition of trade-specific information to the coordination drawings by multiple contractors in a sequence that best provides for coordination of the information and resolution of conflicts between installed components before submitting for review.
 - c. Indicate required installation sequences.

- d. Indicate dimensions shown on the Drawings. Specifically note dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternate sketches to Engineer indicating proposed resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.

1.07 REQUESTS FOR INFORMATION (RFIs)

- A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.
 1. Engineer will return RFIs submitted to Engineer by other entities controlled by Contractor with no response.
 2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
 1. Project name.
 2. Project number.
 3. Date.
 4. Name of Contractor.
 5. Name of Engineer.
 6. RFI number, numbered sequentially.
 7. RFI subject.
 8. Specification Section number and title and related paragraphs, as appropriate.
 9. Drawing number and detail references, as appropriate.
 10. Field dimensions and conditions, as appropriate.
 11. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
 12. Contractor's signature.
 13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
 - a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.

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- C. RFI Forms: Software-generated form with substantially the same content as indicated above, acceptable to Engineer.
 - 1. Attachments shall be electronic files in Adobe Acrobat PDF format.
- D. Engineer's Action: Engineer will review each RFI, determine action required, and respond. Allow seven working days for Engineer's response for each RFI. RFIs received by Engineer after 1:00 p.m. will be considered as received the following working day.
 - 1. The following Contractor-generated RFIs will be returned without action:
 - a. Requests for approval of submittals.
 - b. Requests for approval of substitutions.
 - c. Requests for approval of Contractor's means and methods.
 - d. Requests for coordination information already indicated in the Contract Documents.
 - e. Requests for adjustments in the Contract Time or the Contract Sum.
 - f. Requests for interpretation of Engineer's actions on submittals.
 - g. Incomplete RFIs or inaccurately prepared RFIs.
 - 2. Engineer's action may include a request for additional information, in which case Engineer's time for response will date from time of receipt of additional information.
 - 3. Engineer's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Section 012600 "Contract Modification Procedures."
 - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Engineer in writing within 10 days of receipt of the RFI response.
- E. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log weekly. Include the following:
 - 1. Project name.
 - 2. Name and address of Contractor.
 - 3. Name and address of Engineer.
 - 4. RFI number including RFIs that were returned without action or withdrawn.
 - 5. RFI description.
 - 6. Date the RFI was submitted.
 - 7. Date Engineer's response was received.
- F. On receipt of Engineer's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Engineer within seven days if Contractor disagrees with response.

1. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.
2. Identification of related Field Order, Work Change Directive, and Proposal Request, as appropriate.

1.08 MONTHLY PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site unless otherwise indicated.
 1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify the City and Engineer of scheduled meeting dates and times.
 2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
 3. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including The Service, Construction Manager, and Engineer, within three days of the meeting.
- B. Preconstruction Conference: Engineer will schedule and conduct a preconstruction conference before starting construction, at a time convenient to the City and Engineer, but no later than 15 days after execution of the Agreement.
 1. Conduct the conference to review responsibilities and personnel assignments.
 2. Attendees: Authorized representatives of the City, Engineer, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 3. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Tentative construction schedule.
 - b. Phasing.
 - c. Critical work sequencing and long-lead items.
 - d. Designation of key personnel and their duties.
 - e. Lines of communications.
 - f. Procedures for processing field decisions and Change Orders.
 - g. Procedures for RFIs.
 - h. Procedures for testing and inspecting.
 - i. Procedures for processing Applications for Payment.
 - j. Distribution of the Contract Documents.
 - k. Submittal procedures.
 - l. Sustainable design requirements, if any.
 - m. Preparation of record documents.
 - n. Work restrictions.
 - o. Working hours.

- p. Responsibility for temporary facilities and controls.
 - q. Procedures for disruptions and shutdowns.
 - r. Construction waste management and recycling.
 - s. Parking availability.
 - t. Office, work, and storage areas.
 - u. Equipment deliveries and priorities.
 - v. First aid.
 - w. Security.
 - x. Progress cleaning.
4. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.
- C. Conduct a preinstallation conference at Project site before each construction activity that requires coordination with other construction.
- 1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Engineer of scheduled meeting dates.
 - 2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
 - a. Contract Documents.
 - b. Options.
 - c. Related RFIs.
 - d. Related Change Orders.
 - e. Purchases.
 - f. Deliveries.
 - g. Submittals.
 - h. Possible conflicts.
 - i. Compatibility requirements.
 - j. Time schedules.
 - k. Weather limitations.
 - l. Manufacturer's written instructions.
 - m. Warranty requirements.
 - n. Compatibility of materials.
 - o. Temporary facilities and controls.
 - p. Regulations of authorities having jurisdiction.
 - q. Testing and inspecting requirements.
 - r. Installation procedures.
 - s. Coordination with other work.
 - t. Required performance results.
 - u. Protection of adjacent work.
 - v. Protection of construction and personnel.
 - 3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.

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4. Reporting: Distribute minutes of the meeting to each party present and to other parties requiring information.
 5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
- D. Project Closeout Conference: Schedule and conduct a project closeout conference, at a time convenient to The City and Engineer, but no later than 20 days prior to the scheduled date of Substantial Completion.
1. Conduct the conference to review requirements and responsibilities related to Project closeout.
 2. Attendees: Authorized representatives of The City, Engineer, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the meeting. Participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
 3. Agenda: Discuss items of significance that could affect or delay Project closeout, including the following:
 - a. Preparation of record documents.
 - b. Procedures required prior to inspection for Substantial Completion and for final inspection for acceptance.
 - c. Submittal of written warranties.
 - d. Preparation of Contractor's punch list.
 - e. Procedures for processing Applications for Payment at Substantial Completion and for final payment.
 - f. Submittal procedures.
 - g. Coordination of separate contracts.
 - h. Responsibility for removing temporary facilities.
 4. Minutes: Entity conducting meeting will record and distribute meeting minutes.
- E. Progress Meetings: Conduct progress meetings monthly intervals.
1. Coordinate dates of meetings with preparation of payment requests.
 2. Attendees: In addition to representatives of The City and Engineer, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
 3. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction

behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.

- 1) Review schedule for next period.
- b. Review present and future needs of each entity present, including the following:
 - 1) Interface requirements.
 - 2) Sequence of operations.
 - 3) Status of submittals.
 - 4) Deliveries.
 - 5) Access.
 - 6) Site utilization.
 - 7) Temporary facilities.
 - 8) Progress cleaning.
 - 9) Quality and work standards.
 - 10) Status of correction of deficient items.
 - 11) Field observations.
 - 12) Status of RFIs.
 - 13) Status of proposal requests.
 - 14) Pending changes.
 - 15) Status of Change Orders.
 - 16) Pending claims and disputes.
 - 17) Documentation of information for payment requests.
4. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.
 - a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.
- F. Coordination Meetings: Conduct Project coordination meetings at monthly intervals. Project coordination meetings are in addition to specific meetings held for other purposes, such as progress meetings and preinstallation conferences.
 1. Attendees: In addition to representatives of The City and Engineer, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meetings shall be familiar with Project and authorized to conclude matters relating to the Work.
 2. Agenda: Review and correct or approve minutes of the previous coordination meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Combined Contractor's Construction Schedule: Review progress since the last coordination meeting. Determine whether each contract is on time, ahead of schedule, or behind schedule, in relation to combined Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure

- commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
- b. Schedule Updating: Revise combined Contractor's construction schedule after each coordination meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with report of each meeting.
 - c. Review present and future needs of each contractor present, including the following:
 - 1) Sequence of operations.
 - 2) Status of submittals.
 - 3) Deliveries.
 - 4) Access.
 - 5) Site utilization.
 - 6) Temporary facilities.
 - 7) Work hours.
 - 8) Hazards and risks.
 - 9) Progress cleaning.
 - 10) Quality and work standards.
 - 11) Change Orders.
3. Reporting: Record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 013200 - CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
 - 1. Contractor's construction schedule.
 - 2. Construction schedule updating reports.
 - 3. Daily construction reports.
 - 4. Site condition reports.
- B. Related Requirements:
 - 1. Section 011200 "Multiple Contract Summary" for preparing a combined Contractor's construction schedule.

1.2 DEFINITIONS

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.
 - 1. Critical Activity: An activity on the critical path that must start and finish on the planned early start and finish times.
 - 2. Predecessor Activity: An activity that precedes another activity in the network.
 - 3. Successor Activity: An activity that follows another activity in the network.
- B. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of Project.
- C. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.
- D. Float: The measure of leeway in starting and completing an activity.
 - 1. Float time belongs to Owner.

1.3 INFORMATIONAL SUBMITTALS

- A. Format for Submittals: Submit required submittals in the following format:
 - 1. Working electronic copy of schedule file, where indicated.
 - 2. PDF electronic file.
 - 3. Two paper copies.
- B. Startup Network Diagram: Of size required to display entire network for entire construction period. Show logic ties for activities.
- C. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.
 - 1. Submit a working electronic copy of schedule, using software indicated, and labeled to comply with requirements for submittals. Include type of schedule (initial or updated) and date on label.
- D. CPM Reports: Concurrent with CPM schedule, submit each of the following reports. Format for each activity in reports shall contain activity number, activity description, original duration, remaining duration, early start date, early finish date, late start date, late finish date, and total float in calendar days.
 - 1. Activity Report: List of all activities sorted by activity number and then early start date, or actual start date if known.
 - 2. Logic Report: List of preceding and succeeding activities for all activities, sorted in ascending order by activity number and then early start date, or actual start date if known.
 - 3. Total Float Report: List of all activities sorted in ascending order of total float.
 - 4. Earnings Report: Compilation of Contractor's total earnings from the the Notice to Proceed until most recent Application for Payment.
- E. Construction Schedule Updating Reports: Submit with Applications for Payment.
- F. Daily Construction Reports: Submit at monthly intervals.
- G. Site Condition Reports: Submit at time of discovery of differing conditions.

1.4 COORDINATION

- A. Coordinate Contractor's construction schedule with the schedule of values, list of subcontracts, submittal schedule, progress reports, payment requests, and other required schedules and reports.
 - 1. Secure time commitments for performing critical elements of the Work from entities involved.

2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

PART 2 - PRODUCTS

2.1 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- A. Time Frame: Extend schedule from date established for the Notice to Proceed to date of final completion.
 1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- B. Activities: Treat each story or separate area as a separate numbered activity for each main element of the Work. Comply with the following:
 1. Activity Duration: Define activities so no activity is longer than 20 days, unless specifically allowed by Engineer.
 2. Procurement Activities: Include procurement process activities for the following long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
 3. Submittal Review Time: Include review and resubmittal times indicated in Section 013300 "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's construction schedule with submittal schedule.
 4. Substantial Completion: Indicate completion in advance of date established for Substantial Completion and allow time for Engineer's and Construction Manager's administrative procedures necessary for certification of Substantial Completion.
 5. Punch List and Final Completion: Include not more than 30 days for completion of punch list items and final completion.
- C. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.
 1. Phasing: Arrange list of activities on schedule by phase.
 2. Work under More Than One Contract: Include a separate activity for each contract.
 3. Work by Owner: Include a separate activity for each portion of the Work performed by Owner.
 4. Work Restrictions: Show the effect of the following items on the schedule:
 - a. Coordination with existing construction.
 - b. Limitations of continued occupancies.
 - c. Uninterruptible services.

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- d. Provisions for future construction.
 - e. Seasonal variations.
 - f. Environmental control.
- 5. Work Stages: Indicate important stages of construction for each major portion of the Work.
- D. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and final completion.
- E. Upcoming Work Summary: Prepare summary report indicating activities scheduled to occur or commence prior to submittal of next schedule update. Summarize the following issues:
 - 1. Unresolved issues.
 - 2. Unanswered Requests for Information.
 - 3. Rejected or unreturned submittals.
 - 4. Notations on returned submittals.
 - 5. Pending modifications affecting the Work and Contract Time.
- F. Recovery Schedule: When periodic update indicates the Work is 14 or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule.
- G. Computer Scheduling Software: Prepare schedules using current version of a program that has been developed specifically to manage construction schedules.
 - 1. Use Microsoft Project for Windows 7 and Macintosh OS X operating system.

2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE (GANTT CHART)

- A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal, Gantt-chart-type, Contractor's construction schedule within 30 days of date established for the Notice to Proceed.
- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.
 - 1. For construction activities that require three months or longer to complete, indicate an estimated completion percentage in 10 percent increments within time bar.

2.3 REPORTS

- A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:
 - 1. List of subcontractors at Project site.

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2. List of separate contractors at Project site.
 3. Approximate count of personnel at Project site.
 4. Equipment at Project site.
 5. Material deliveries.
 6. High and low temperatures and general weather conditions, including presence of rain or snow.
 7. Accidents.
 8. Meetings and significant decisions.
 9. Unusual events.
 10. Stoppages, delays, shortages, and losses.
 11. Meter readings and similar recordings.
 12. Emergency procedures.
 13. Orders and requests of authorities having jurisdiction.
 14. Change Orders received and implemented.
 15. Work Change Directives received and implemented.
 16. Services connected and disconnected.
 17. Equipment or system tests and startups.
 18. Partial completions and occupancies.
 19. Substantial Completions authorized.
- B. Site Condition Reports: Immediately on discovery of a difference between site conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request for Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

PART 3 - EXECUTION

3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.

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1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
 2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
 3. As the Work progresses, indicate final completion percentage for each activity.
- B. Distribution: Distribute copies of approved schedule to Engineer, Construction Manager, Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
1. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

END OF SECTION

SECTION 013233 - PHOTOGRAPHIC DOCUMENTATION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for the following:
 - 1. Preconstruction photographs.
 - 2. Periodic construction photographs.
 - 3. Preconstruction video recordings.
- B. Related Requirements:
 - 1. Section 017700 "Closeout Procedures" for submitting photographic documentation as Project Record Documents at Project closeout.

1.2 INFORMATIONAL SUBMITTALS

- A. Key Plan: Submit key plan of Project site and building with notation of vantage points marked for location and direction of each photograph or video recording. Indicate elevation or story of construction. Include same information as corresponding photographic documentation.
- B. Digital Photographs: Submit unaltered, original, full-size image files within three days of taking photographs.
 - 1. Digital Camera: Minimum sensor resolution of 8 megapixels.
 - 2. Identification: Provide the following information with each image description in file metadata tag:
 - a. Name of Project.
 - b. Name and contact information for photographer.
 - c. Date photograph was taken.
 - d. Description of vantage point, indicating location, direction (by compass point), and elevation or story of construction.
- C. Video Recordings: Submit video recordings within seven days of recording.
 - 1. Submit video recordings by uploading to web-based project management software site.
 - 2. Identification: With each submittal, provide the following information on web-based project management software site.
 - a. Name of Project.
 - b. Name and address of photographer.
 - c. Date video recording was recorded.
 - d. Description of vantage point, indicating location, direction (by compass point), and elevation or story of construction.

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3. Transcript: Prepared on 8-1/2-by-11-inch (215-by-280-mm) paper, punched and bound in three-ring binders. Provide label on front and spine. Include a cover sheet with label information. Include name of Project and date of video recording on each page.

1.3 USAGE RIGHTS

- A. Obtain and transfer copyright usage rights from photographer to Owner for unlimited reproduction of photographic documentation.

PART 2 - PRODUCTS

2.1 PHOTOGRAPHIC MEDIA

- A. Digital Images: Provide images in JPG format, with minimum size of 8 megapixels.

PART 3 - EXECUTION

3.1 CONSTRUCTION PHOTOGRAPHS

- A. Photographer: Engage a qualified photographer to take construction photographs.
- 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 file name for each image.
 2. Field Office Images: Maintain one set of images accessible in the field office at Project site, available at all times for reference. Identify images in the same manner as those submitted to Engineer and Construction Manager.
- D. Preconstruction Photographs: Before commencement of excavation, commencement of demolition, or starting construction, take photographs of Project site and surrounding properties, including existing items to remain during construction, from different vantage points, as directed by Engineer and Construction Manager.
 1. Flag construction limits before taking construction photographs.
 2. Take photographs of each property within Swan Meadows to show existing conditions adjacent to property before starting the Work.

CITY OF ABERDEEN – PHOTOGRAPHIC DOCUMENTATION

3. Take photographs of existing buildings for each property within Swan Meadows either on or adjoining property to accurately record physical conditions at start of construction.
- E. Periodic Construction Photographs: Take 20 photographs monthly, coinciding with the cutoff date associated with each Application for Payment. Select vantage points to show status of construction and progress since last photographs were taken.
- F. Final Completion Construction Photographs: Take 20 color photographs after date of Substantial Completion for submission as Project Record Documents. Construction Manager will inform photographer of desired vantage points.
- G. Additional Photographs: Engineer may request photographs in addition to periodic photographs specified. Additional photographs will be paid for by Change Order and are not included in the Contract Sum.
 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. Special events planned at Project site.
 - b. Immediate follow-up when on-site events result in construction damage or losses.
 - c. Photographs to be taken at fabrication locations away from Project site. These photographs are not subject to unit prices or unit-cost allowances.
 - d. Substantial Completion of a major phase or component of the Work.
 - e. Extra record photographs at time of final acceptance.
 - f. Owner's request for special publicity photographs.

3.2 Construction Video Recordings

- A. Video Recording Photographer: Engage a qualified videographer to record construction video recordings.
- B. Narration: Describe scenes on video recording by audio narration by microphone while video recording is recorded. Include description of items being viewed, recent events, and planned activities. At each change in location, describe vantage point, location, direction (by compass point), and elevation or story of construction.
 1. Confirm date and time at beginning and end of recording.
 2. Begin each video recording with name of Project, Contractor's name, videographer's name, and Project location.
- C. Transcript: Provide a typewritten transcript of the narration. Display images and running time captured from video recording opposite the corresponding narration segment.
- D. Preconstruction Video Recording: Before starting construction, record video recording of Project site and surrounding properties from different vantage points, as directed by Construction Manager.
 1. Flag construction limits before recording construction video recordings.

CITY OF ABERDEEN – PHOTOGRAPHIC DOCUMENTATION

2. Show existing conditions adjacent to Project site before starting the Work.
3. Show existing buildings either on or adjoining Project site to accurately record physical conditions at the start of construction.
4. Show protection efforts by Contractor.

END OF SECTION

CITY OF ABERDEEN – SUBMITTAL PROCEDURES

SECTION 013300 – SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.01 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

A. General

1. Shop Drawings and product data shall be coordinated by the Contractor with drawings previously submitted by him, with drawings being prepared by him, and with drawings and data previously approved under this Contract. Submissions shall be made to the Engineer by the Contractor only. Any data prepared by subcontractors and suppliers and all correspondence originating with subcontractors and suppliers shall be submitted through the Contractor.
2. The Contractor shall prepare and transmit each submittal sufficiently in advance of the scheduled performance of related work and similar activities. This item will not be measured or paid.

B. Shop Drawings and Product Data

1. Shop drawings and product data are generally defined as all drawings, diagrams, illustrations, brochures, schedules, bills of materials and other data which are prepared by the Contractor, his subcontractors, suppliers or distributors, or equipment manufacturers and fabricators, which illustrate the manufacture, fabrication, construction, installation of the work or a portion thereof, under this Contract. Shop drawings and product data are required and shall be submitted for every element of the work. If the Contractor proposes to deviate from any detail indicated on the Drawings, he shall submit detailed drawings and descriptions of this work for approval.
2. Shop drawings submitted by the Contractor shall be no larger than 24 inches by 36 inches, shall have 3/4 inch borders on top, bottom and right-hand side and a 1-1/4 inch border on the left-hand side.
3. Product and Catalog data shall be original data sheets produced by the manufacturer, and shall be no longer than 8-1/2 inches by 11 inches. Catalog data shall be explicit with regard to details of the products being furnished and complete enough to enable the Engineer to determine that the products submitted conform to the requirements of the Contract Documents. If a submittal indicates more than one style, size, capacity, etc. of a product on a sheet, the Contractor shall clearly indicate by "highlighting" or otherwise specifically marking exactly which product type and size is being submitted for approval. Failure to indicate exactly which product is being submitted shall be cause for rejection of the submittal. Catalog data shall bear the name of the manufacturer of the product.
4. The Contractor shall submit drawings and product data certified correct for construction for the approval of the Engineer as soon as possible after approval of the Materials List prepared by the Contractor and with due regard to the sequence in which such information will be required for construction. It is the Contractor's responsibility to

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provide finished drawings for approval, based on field measurements of actual conditions, indicating how he proposes to install the work and the materials and equipment being furnished under the Contract. Single line drawings will not be acceptable. Copies of the Plans will not be accepted for submission as drawings, nor will catalog numbers alone of materials or equipment.

5. Each submittal shall be assigned a sequential number by the Contractor, for purposes of easy identification, and shall retain its assigned number with appropriate subscript, on required resubmissions. The assigned number to be noted on the cover of the submittal shall consist of the project number, followed by the Specification section number where the item is specified, followed by a sequential number indicating the number of submittals in that Section (e.g., 033000-11 is the 11th separate submittal for items specified in Section 033000). Re-submittals shall be identified with the same number as the original submittal, followed by the subscript R1, R2, etc. All products and materials submitted shall be clearly identified with the appropriate equipment name and number as it appears in the Contract Document.
6. Space: Vacant space approximately 2-1/2 inches high by 4-inches wide shall be provided adjacent to the shop drawing identification data to receive the Engineer's status stamp.
7. Shop Drawings and product data shall be submitted in proper sequence and time with due regard to the time required for the review approval and transmittal.
8. All shop drawings and product data covering related items of equipment or material or integrated systems of equipment or material shall be submitted at the same time in order that their complete installation can be adequately reviewed. No partial submissions will be considered.
9. No materials or equipment for which shop drawings and product data have been submitted for approval shall be delivered to the job site or incorporated into the work until the Contractor has received copies of such approved drawings and data or until the Engineer has authorized him in writing to do so. Work shall not be done upon any part of the Contract that is dependent upon the approval of another part of the Contract, until such approval has been received from the Engineer.
10. After a submittal has been reviewed by the Engineer, it will be returned to the Contractor with the Engineer's comments, if any. The Engineer's approval of the Contractor's submittal is for general conformance only, but subject to the detailed requirements of the Contract Documents. Although the Engineer may review submittals in more or less detail, such reviewing is an effort to discover errors and omissions in the Contractor's submittals and to assist the Contractor in expediting his work. The Engineer's review shall in no way relieve the Contractor of his obligation and responsibility to coordinate the work and plan the details of the work or to relieve him of his responsibility in fulfilling the purpose and intent of the Contract. Review by the Engineer shall not be construed as placing on him or on the City a responsibility for the accuracy, proper fit, functioning, or performance of any phase of the work included in the Contract. The Contractor shall provide confirmation that the comments placed on submittals stamped "APPROVED AS NOTED" will actually be followed in the prosecution of the work.
11. All submittals must bear the approval of the Contractor as evidence that he has checked them. Submittals without this approval will not be considered and will be returned to the

Contractor for resubmission. Each shop drawing, working drawing, sample and catalog data submitted by the Contractor shall have affixed to it the following Certification Statement, signed by the Contractor: "Certification Statement: by this submittal, I hereby represent that I have determined and verified all field measurements, field construction criteria, materials, dimensions, catalog numbers and similar data and I have checked and coordinated each item with the Contract Drawings, Specifications, other applicable approved shop drawings and all Contract requirements." If the drawings or other data show variations from the requirements of the Contract Documents because of standard practice or other reason, the Contractor shall make specific mention of such variation in his letter of transmittal in order that, if acceptable, suitable action may be taken for prior adjustment; otherwise, the Contractor will not be relieved of the responsibility for executing the work in full conformance with the Contract Documents even though such submittals have been approved.

12. After checking and verifying all field measurements and coordinating with other submittals, the Contractor shall submit to the City/Engineer for approval, two sets of good reproducible quality. Electronic AutoCAD submittals shall be permitted. Submittals must be checked by and stamped with the approval of the Contractor and identified as the City/Engineer may require. Manufacturer's catalog cuts shall be submitted at a quantity of two (2) of which one (1) will be retained by the City and remaining returned with comments and/or approval to the Contractor. The data shown on the Shop Drawings shall be complete with respect to dimensions, design criteria, material of construction and the like to enable the City/Engineer to review the information as required. Machinery outline drawings alone are not acceptable. All Shop Drawings covering related items of equipment or integrated systems of equipment shall be submitted at the same time in order that their complete operation can be adequately reviewed. No partial submission will be considered. At the time of each submission, the Contractor shall, in writing and by clouding or highlighting drawings, call the City/Engineer's attention to any deviations that the Shop Drawings may have from the requirements of the Contract Documents. Failure to do so shall result in the Contractor assuming all responsibility and liability for future cost and/or delays to the schedule. Within four (4) weeks after final approval of any shop drawing, the Contractor shall deliver to the Engineer one (1) reproducible of each approved shop drawing.
13. The Engineer will make every reasonable effort to process and return each submittal within twenty-one (21) calendar days after its receipt in the Engineer's office. The need for resubmissions or any delay in obtaining the Engineer's review or approval of submittals will not entitle the Contractor to an extension of time for Start-up or Contract Completion.

C. Samples

1. The Contractor shall furnish samples of items and materials as required. Samples, unless otherwise required, shall be submitted to the Engineer in duplicate, and each sample shall be properly labeled and identified, giving the date, the job for which it is offered, section and paragraph numbers of the Specifications, the Contractor, the supplier, and trade name, and shall be accompanied by specifications, and such other pertinent data as will help in determining that the material conforms to the requirements.

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D. Certificates and Affidavits

1. Where specified in the Contract Documents that a certificate and affidavit shall be submitted to the Engineer for approval of a particular product, or component of a product, such submittals shall be made in accordance with the following.
 - a. A certificate submitted for a product, or component of a product, shall indicate test results proving that product, or component of a product, meets the requirements of the standard specified in the Contract Documents. An affidavit consisting of a sworn statement by an official of the company manufacturing the product indicating that the information on the certificate is true and accurate shall accompany the certificate.
 - b. A statement originating from the Contractor, or any of his subcontractors, suppliers, or any other agent, which merely indicates that a particular product, or component of a product, meets the requirements of the standard specified in the Contract Documents, shall not be considered a certificate. Any such submittal made in this manner will not be approved and the corresponding product, or component of the product, shall not be incorporated into the work.

E. Design Calculations

1. Design calculations shall be presented in a neat, legible manner and shall bear the stamp and signature of a registered professional engineer, registered in the State of Maryland. This item will not be measured or paid.

1.02 RECORD DRAWINGS

- A. The Contractor shall maintain in a safe place at the site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Request for Information Transmittals, Field Orders and written interpretations and clarifications in good order and annotated to show all changes made during construction. This shall include all work performed by Subcontractors. These record documents together with all approved samples and a counterpart of all approved Shop Drawings will be available to the City for reference including a monthly inspection by the City at the Contractor's field office. Upon completion of work and prior to conditional acceptance, completed record documents, samples and shop drawings will be delivered to the City. If the Contractor fails to maintain record drawings as required herein, the City reserves the right to withhold any progress payment or final payment until the record drawings are made current or finalized as required.
- B. The Contractor shall not obliterate, conceal or alter any changes in work until the change in work is entered onto the record drawings.
- C. A team composed of representatives of the Engineer, the City and the Contractor are to review record documents to insure that such documents are timely and properly maintained. A report on maintenance of record documents shall be a regular agenda item at weekly progress meetings.
- D. During the progress of the job, the Contractor shall keep a careful record at the job site of all changes and corrections to the information shown on the Drawings in accord with Record

CITY OF ABERDEEN – SUBMITTAL PROCEDURES

Drawings Paragraph A. The Contractor shall enter such changes and corrections on one set of Contract Drawings immediately. Upon completion of work and prior to acceptance, the Contractor shall submit to the City one (1) set of record drawings showing the aforementioned data.

1.03 MANUFACTURERS' LIST (MATERIAL LIST)

- A. Within ten (10) days after receipt of a Notice to Proceed, and before ordering any equipment or materials, the Contractor shall submit to the Engineer for approval a complete list of proposed manufacturers and fabricators for all materials and equipment to be used in this Contract. The purpose of this submittal is to allow the City and Engineer to predetermine the acceptability of proposed suppliers before issuance of purchase orders by the Contractor. Submission and acceptance of the manufacturers' list shall neither relieve the Contractor from submitting detailed shop drawings and product data for all materials and equipment nor shall it constitute prior acceptance of any specific item of equipment prior to submittal of shop drawings. After submission and acceptance of the manufacturers' list, the Contractor shall not deviate from the named suppliers and manufacturers without written approval from the Engineer. This item will not be measured or paid.

1.04 MANUFACTURER'S CERTIFICATES

- A. Manufacturer's Equipment Warranty and Certification Form
 - 1. At the time of submitting Shop Drawings, submit a certification, in the form provided, from each manufacturer of the equipment or system listed below attesting that the manufacturer has examined the Contract Drawings and Specifications and that the proposed equipment, component, or system meets or exceeds Contract Specifications, is suitable for its intended purpose and installation, and will provide satisfactory performance at the design criteria specified. This item will not be measured or paid.

1.05 CONSTRUCTION SCHEDULES AND REPORTS

- A. The Contractor shall submit a Construction Schedule before mobilizing on site and submit a revised schedule with each application for payment. Construction schedules shall show a bar chart (with projected completion date for each bid item).

1.06 CONSTRUCTION PHOTOGRAPHS

- A. Photos from digital cameras are an acceptable method, assuming the quality of the photos is acceptable, to submit to the City.
- B. The Contractor shall also provide the services of a videographer to videotape the entire limits of construction. The videotape shall include audio. The videographer shall note the Project name and number and date of the videotaping. The videographer shall also frequently indicate the location of the image presented. The videotape shall include but shall not be limited to all surface features along the entire project area, designated construction laydown areas, buildings, condition of the adjacent shoulder area and traffic lane, curbing, driveways, all landscaping

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present within the area of construction which will be or may be removed to allow for the prosecution of the work, mail boxes, trees, power poles, parking lots and parking areas, roadway signs and poles, private signs and poles, walls, stormwater inlets and catchbasins, and structures located along the project area. Special attention shall be given to existing surface damage including but not limited to roadway cracks and damage, driveway and parking area paving damage, openings, broken glass and cracks in buildings, and areas of existing erosion. The video (3 sets) shall be provided to the City in electronic format on DVD.

- C. Within two weeks following the Pre-Construction Meeting, the Contractor shall submit the pre-construction photographs in binder and electronic format and the video information to the City (2 sets) for approval. Notice-to-proceed will not be issued by the City to the Contractor until the pre-construction photographs and video are approved by the City.

1.07 SURVEY NOTES

- A. The contractor shall turn over to the City, monthly, a legible photocopy of all survey notes, including pipe line cut sheets, as an additional check on accuracy and the proper maintenance of record drawings. This item will not be measured or paid.

END OF SECTION

CITY OF ABERDEEN – TIME AND RESPONSIBILITY FOR COMPLETION

SECTION 013340 - TIME AND RESPONSIBILITY FOR COMPLETION

PART 1 - GENERAL

1.01 DEFINITIONS

- A. Unless otherwise provided, the Contract Time is the period of time allotted in the Contract Documents as defined in Article 3 – Term, including authorized adjustments thereto.
- B. The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically designated.

1.02 PROGRESS AND COMPLETION

- A. All time limits stated in the Contract Documents are of the essence of the Contract.
- B. The Contractor shall accomplish the Work expeditiously with adequate forces and shall achieve Final Acceptance within the Contract Times stated in the Contract Documents.

1.03 DELAYS AND EXTENSIONS OF TIME

- A. Delays and extensions of time shall be stipulated in Section 011000 – Summary.
- B. All claims for extensions of time shall be made in writing to the County no more than ten (10) days after the beginning of the delay; otherwise all such claims are waived by the Contractor. In the case of a continuous cause of delay only one (1) written claim is necessary. In every such written claim, the Contractor shall provide the following information:
 - 1. Nature of the delay.
 - 2. Date (or anticipated date) of commencement of delay.
 - 3. Activities on the Progress Schedule affected by the delay, and/or new activities created by the delay and their relationship with existing activities.
 - 4. Identification of person(s) or organization(s) or event(s) responsible for the delay.
 - 5. Anticipated extent of the delay.
 - 6. Recommend action to avoid or minimize the delay.
- C. Decisions regarding extensions in the Contract Time will be solely at the discretion of the City.

- D. This Paragraph (1.03) does not preclude the recovery of damages for delay by either party under other provisions of the Contract Documents except as specifically provided herein.

END OF SECTION

CITY OF ABERDEEN – QUALITY REQUIREMENTS

SECTION 014000 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.01 QUALITY ASSURANCE/CONTROL OF INSTALLATION

- A. The Contractor shall monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality.
- B. The Contractor shall comply fully with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Document, the Contractor shall request clarification from The City/Engineer before proceeding.
- D. The Contractor shall comply with specified standards as a minimum quality for the work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. The Contractor shall perform work by persons qualified to produce workmanship of specified quality.
- F. The Contractor shall secure products in foundation and bedding as specified.

1.02 REFERENCES

- A. The Contractor shall conform to reference standard in the Contract Document.
- B. Should specified reference standards conflict with Contract Document, the Contractor shall request clarification from The City/Engineer before proceeding.

END OF SECTION

CITY OF ABERDEEN – TEMPORARY FACILITIES AND CONTROLS

SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Related Requirements:
 - 1. Section 011000 "Summary of Work" for work restrictions and limitations on utility interruptions.

1.3 USE CHARGES

- A. General: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities to use temporary services and facilities without cost, including, but not limited to inspector, testing agencies, and authorities having jurisdiction.
- B. Sewer Service: If necessary, provide portable restroom.
- C. Water Service: Pay water-service use charges for water used by all entities for construction operations. Owner will allow temporary connection if required. Contractor shall provide temporary metering as required by owner.
- D. Electric Power Service: Pay electric-power-service use charges for electricity used by all entities for construction operations.

1.4 INFORMATIONAL SUBMITTALS

- A. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.

1.5 QUALITY ASSURANCE

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.

CITY OF ABERDEEN – TEMPORARY FACILITIES AND CONTROLS

- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

1.6 PROJECT CONDITIONS

PART 2 - PRODUCTS

2.1 TEMPORARY FACILITIES

- A. RPR Field Office: Contractor to provide and maintain a field office of sufficient size to accommodate needs of the Owner and to accommodate Project meetings specified in Division 01 sections. Keep office clean and orderly. Furnish and equip office as follows:
 - 1. Furniture required for Project-site documents, including file cabinets, plan tables, plan racks, RFP desk, desk chair and bookcases.
 - 2. Conference room of sufficient size to accommodate meetings of **10** individuals. Provide electrical power service and 120-V ac duplex receptacles, with no fewer than one receptacle on each wall. Furnish room with conference table, chairs, and 4-foot- (1.2-m-) square tack and marker boards.
 - 3. Drinking water and private toilet.
 - 4. Heating and cooling equipment necessary to maintain a uniform indoor temperature of 68 to 72 deg F (20 to 22 deg C).
 - 5. Lighting fixtures capable of maintaining average illumination of 20 fc (215 lx) at desk height.
- B. Field Offices, General: Prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading.
- C. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment as needed for construction operations.

2.2 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
 - 1. Locate facilities to limit site disturbance as specified in Section 011000 "Summary of Work".

CITY OF ABERDEEN – TEMPORARY FACILITIES AND CONTROLS

- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary service or connect to existing service.
 - 1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
- B. Sewers and Drainage: Provide temporary utilities to remove effluent lawfully.
- C. Water Service: No local water service is available for use.
- D. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
- E. Heating and Cooling: Provide temporary heating and cooling required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed.

3.3 SUPPORT FACILITIES INSTALLATION

- A. Parking: Provide temporary parking areas for construction personnel.
- B. Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.
 - 1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties or endanger permanent Work or temporary facilities.
 - 2. Remove snow and ice as required to minimize accumulations.
- C. Project Signs: Provide Project signs as indicated. Unauthorized signs are not permitted.
 - 1. Identification Signs: Provide Project identification signs as indicated on Drawings.
 - 2. Temporary Signs: Provide other signs as indicated and as required to inform public and individuals seeking entrance to Project.
 - a. Provide temporary, directional signs for construction personnel and visitors.
 - 3. Maintain and touchup signs so they are legible at all times.

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.
- B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
 - 1. Comply with work restrictions specified in Section 011000 "Summary of Work".
- C. Temporary Erosion and Sedimentation Control: Provide measures to prevent soil erosion and discharge of soil-bearing water runoff and airborne dust to undisturbed areas and to adjacent properties and walkways, according to erosion- and sedimentation-control Drawings.
- D. Stormwater Control: Comply with requirements of authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.

3.5 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal.
 - 1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
- C. Operate Project-identification-sign lighting daily from dusk until 12:00 midnight.
- D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
 - 1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
 - 2. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Section 017700 "Contract Closeout".

END OF SECTION 015000

SECTION 016000 - MATERIALS AND EQUIPMENT

PART 1 - GENERAL

1.01 SPECIFIED EQUIPMENT AND MATERIALS

- A. The Contract Drawings and/or Contract Documents may indicate the name of manufacturer, trade name, and model number of type of equipment or materials to be used in the Project. All bids shall be based on the equipment and materials specified, or equal. Reference made to a particular product or model of the manufacturer is made to identify a particular design, quality, construction, arrangement, style, etc.
- B. Where the Contractor proposes to use a substitute product for a major item of equipment or material, he shall submit to The City/Engineer complete information and working drawings for such substitute item. Let it be understood that where the substitute of any item or items requires a different quantity and arrangement of foundations, piping, and equipment from the specified or indicated on the Contract Drawings, the Contractor shall include the total cost of such changes in his bid. Later requests for additional money for substitutes will not be considered. It shall be expressly understood that all equipment and materials named shall be furnished in full accordance with the Contract Drawings and/or Specifications.
- C. The attention of the Contractor is especially directed to the requirement that, if the Contractor proposes to substitute materials or equipment as "equals" to those specified, it shall be the Contractor's responsibility to furnish complete, specific, detailed information from the manufacturer or supplier of the material or equipment he proposes to furnish, in which the requirements of the contract specifications are shown to be met. This shall consist of a point-by-point comparison of the contract specification requirements with the material or equipment proposed to be furnished. In the event the contract specifications mention a model number and manufacturer, a point-by-point comparison of the equipment specified under the contract and the proposed substitutes shall be furnished by the Contractor. The burden of responsibility in furnishing this information is with the Contractor. If incomplete or irrelevant data is submitted as evidence of compliance with this section of the specifications, the data will be returned to the Contractor and the request for approval will be denied. Names of manufacturers for substitute items that have not been approved by The City/Engineer will not be considered and the Contractor must supply the products as specified.

1.02 ADDITIONAL MATERIAL AND/OR EQUIPMENT

- A. The Contractor shall carefully investigate the structural and finish conditions affecting his work and shall arrange his work accordingly. All of the cost of the material shall be included in the Contractor's unit prices bid.

1.03 TRANSPORTATION AND HANDLING

- A. The Contractor shall transport and handle the products and materials in accordance with the manufacturer's instructions.

CITY OF ABERDEEN – MATERIALS AND EQUIPMENT

- B. After delivery, the Contractor shall promptly inspect shipments to assure that the materials and products comply with the specified requirements, quantities are correct, and the materials and products are not damaged.
- C. The Contractor shall provide equipment and personnel to handle the materials and products by methods which prevent soiling, disfigurement, or damage.

1.04 STORAGE AND PROTECTION

- A. The Contractor shall store and protect products in accordance with manufacturer's instructions, with seals and labels legibly intact. Store sensitive products in weather-tight, climate controlled enclosures.
- B. The Contractor shall provide off-site storage and protection when site does not permit on-site storage or protection. Any materials being stored off-site shall be insured.
- C. The Contractor shall arrange storage of products to permit access for inspection. Periodically inspect to ensure products are undamaged and are maintained under specified conditions.

END OF SECTION

SECTION 017700 - CONTRACT CLOSEOUT

PART 1 – GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Contract closeout procedures.
 - 2. Final cleaning
 - 3. Record Documents and document maintenance.
 - 4. Warranties.

1.02 REFERENCES

- A. Definitions
 - 1. Demobilization – disassembly and removal from the site of equipment, tools, materials, and supplies that are not incorporated in the Work, restoration on of the work area, and services preparatory to close out of the Work.

1.03 ADMINISTRATIVE REQUIREMENTS

- A. Coordination
 - 1. Make documents available for inspection by the City and Engineer.
- B. Scheduling
 - 1. Schedule Pre-Final Inspection when the work is substantially completed and after successful completion of all testing.

1.04 SUBMITTALS

Engineer review is required for submittals designated as “Action Submittals”. Submittals not designated as "Action Submittals" are for Contractor Quality Control approval and are to be submitted to Engineer for information only. The following shall be submitted in accordance with Section 013300 – SUBMITTAL PROCEDURES:

- A. Action Submittals
 - 1. Shop Drawings
 - 2. Draft Record Document Submittal
 - a. Submit 2 draft copies of completed record documents to the City following Substantial Completion of construction and at least 15 days prior to the Final Acceptance Inspection.
 - b. Ensure draft record documents are neat, legible, and accurate.
 - c. If upon review, the draft record drawings are found to contain errors and/or omissions, they will be returned to the Contractor for corrections.

Complete the corrections and return the draft record documents to the City within 10 calendar days.

- d. One copy of the approved draft record documents with Engineer comments will be returned to the Contractor after the Final Acceptance Inspection for use in preparation of final record documents.

B. Informational Submittals

1. Certificates
 - a. Certification that Contract Documents are complete and ready for Engineer's review.
2. Special Procedure Submittals
 - a. Submit copies of original field notes, computations, and other survey records to the extent necessary to determine the proper amounts of final payments to the Engineer.
 - b. Punch-Out Inspection Punch List.
 - c. Notice to schedule the Pre-final Inspection.
 - d. Notice to schedule the Final Acceptance Inspection.
 - e. Release of Liens and Claims.

C. Closeout Submittals

1. Operation and Maintenance Data
 - a. Provide six sets of copies of operation and maintenance instructions, arranged by system and subdivided by specification section.
 - b. For each category, identify names, addresses, and telephone numbers of subcontractors and suppliers.
 - c. Identify the following:
 - 1) Significant design criteria.
 - 2) List of equipment.
 - 3) Parts list for each component.
 - 4) Operating instructions.
 - 5) Maintenance instructions for equipment and systems.
 - 6) Maintenance instructions for finishes, including recommended cleaning methods and materials and special precautions identifying detrimental agents.
2. Warranty Documentation
 - a. Equipment/Product Warranty List
 - b. Provide three sets of notarized copies of warranties required in individual Specification sections.
 - c. Maintenance / Warranty Bond for one year.

D. Maintenance Material Submittals

1. Label and deliver spare parts, maintenance items, and extra materials to the Site. Place in locations as directed.
 - a. Include "NOT FOR WARRANTY REPAIRS" on the labels.
 - b. Obtain receipt prior to final payment.

CITY OF ABERDEEN – CONTRACT CLOSEOUT

2. Do not use the spare parts and maintenance materials required by the Contract Documents to remedy defects during the warranty period except when approved otherwise by authorized Facility Representative. In such cases, replace items used.
3. Furnish the names, business addresses, and telephone numbers of fully equipped authorized service organizations.
4. Applications for final payment will not be approved until these items are delivered.

1.05 CLEANING UP

- A. Upon completion of the Work, Contractor shall remove all temporary construction facilities and unused materials provided for the Work and put the premises in a neat and clean condition and do all cleaning as follows:
 1. Clean site; sweep paved areas, rake clean landscaped surfaces.
 2. Remove waste and surplus materials, rubbish, and construction facilities from the site.
 3. The Contractor shall be responsible for final cleaning of area(s).

1.06 RESTORATION

- A. The Contractor shall restore and/or replace paving, curbing, sidewalks, gutters, shrubbery, fences, sod or other disturbed surfaces and structures to a condition equal to that before the Work began and to the satisfaction of the Engineer and shall furnish all labor and materials incidental thereto.

1.07 MAINTENANCE OF SURFACES

- A. Following the certification of completion by the Engineer, the Contractor shall, unless otherwise stipulated by the Engineer, maintain the surfaces of paved and unpaved trenches and adjacent curbs and gutters, sidewalks, fencing, sod and other disturbed surfaces for a period of one (1) year thereafter or as required by the City. All material and labor required for the maintenance of trench surfaces and structures shall be supplied by the Contractor, and the work shall be done in a manner satisfactory to the Engineer.

1.08 DEMOBILIZATION

- A. Remove construction tools, apparatus, equipment mobile units and buildings, unused materials and supplies, plant, and personnel from the site upon completion of the Work.
- B. Restore areas utilized to their original, natural state, or as indicated in the Contract Documents.

1.09 COMPLETION INSPECTIONS

- A. Punch-Out Inspection
 1. Inspect the work and develop a punch list of items that do not conform to the approved drawings and specifications. Schedule near the completion of Work or

any increment thereof established by a completion time stated in the Contract or stated elsewhere in the specifications.

2. Include in the punch list any remaining items requiring rework that were not corrected prior to the Punch-Out Inspection.
3. Include the estimated date that the deficiencies will be corrected on the punch list.
4. Submit a copy of the punch list to the Engineer.
5. Complete additional inspections to ascertain that all deficiencies have been corrected. Once this is accomplished, notify the Engineer that the facility is ready for the "Pre-Final Inspection".

B. Pre-Final Inspection

1. The Engineer will perform this inspection to verify that the facility is complete and ready to be occupied.
2. The Engineer may develop a pre-final punch list as a result of this inspection.
3. Ensure that each item on this list is corrected prior to notifying the Engineer that a "Final" inspection with the City can be scheduled.
4. Correct items noted on the "Pre-Final" inspection in a timely manner and prior to the contract completion date for the work or any particular increment thereof if the project is divided into increments by separate completion dates.

C. Final Acceptance Inspection

1. Notify the Engineer in writing at least 14 days prior to the desired Final Acceptance Inspection date.
2. State in the notice that each specific item previously identified to the Contractor as being unacceptable will be complete by the date scheduled for the final acceptance inspection.
3. The Engineer will formally schedule the Final Acceptance Inspection based upon results of the "Pre-Final Inspection".
4. Ensure the superintendent or other Contractor management personnel attend the Final Acceptance Inspection. The Engineer will attend this inspection. City personnel may attend at their discretion.
5. Failure to have contract work acceptably complete for this inspection will be cause for the City to bill the Contractor for additional inspection cost.

1.10 CLOSEOUT PROCEDURES

- A. The City will occupy the site as specified in Section 011000 – SUMMARY OF WORK.
- B. Conduct completion inspections, including Pre-final and Final Acceptance Inspections.
- C. Submit draft project record documents to Engineer for review in accordance with Article CLOSEOUT SUBMITTALS

CITY OF ABERDEEN – CONTRACT CLOSEOUT

- D. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for Engineer's review.
- E. Execute warranty documents in accordance with Article CLOSEOUT SUBMITTALS.
- F. Engineer will return reviewed draft project record documents to Contractor for revisions as specified.
- G. Complete demobilization and remove temporary utilities, facilities, and controls.
- H. Submit final project record documents and warranty information to Engineer in accordance with Article CLOSEOUT SUBMITTALS.
- I. Submit Release of Liens and Claims from each Subcontractor and Supplier.
- J. Submit final Application for Payment requesting release of retainage and identifying total adjusted Contract Sum, previous payments, and sum remaining due.
- K. Engineer will conduct Final Application for Payment inspection to confirm closeout is complete and acceptable.

1.11 RECORD DOCUMENTS

- A. Prepare, maintain and submit project record documents.
- B. Maintain three sets of the following record documents:
 - 1. Drawings
 - a. Contract Drawings as issued for construction
 - b. As-built (red line) drawings
 - 2. Specifications
 - 3. Change Orders and other modifications to the Contract
 - 4. Reviewed Submittals
 - 5. Survey notes, records, and calculations
 - 6. Engineer's field orders and written instructions
 - 7. Manufacturer's instruction for assembly, installation, and adjusting
 - 8. Lab analytical results
 - 9. Other items as required by Contract
- C. Record actual revisions to the Work concurrent with construction progress.
- D. Ensure entries are complete, legible, and accurate, enabling future reference.
- E. Store a minimum of one set of documents and samples in the Contractor's field office apart from documents used for work.
- F. File documents and samples to facilitate retrieval.

CITY OF ABERDEEN – CONTRACT CLOSEOUT

- G. Maintain documents in a clean, dry, legible condition in good order.
- H. Do not use record documents for work purposes.
- I. Record Drawings
 - 1. Accurately and neatly record changes from the Contract Plans that are made in the Work or additional information that might be uncovered in the course of construction as they occur by means of details and notes.
 - 2. Legibly mark drawings to record actual construction, including:
 - a. Field changes of dimension and detail including:
 - 1) Correct elevations if changes were made.
 - 2) Design or additional information obtained from working drawings specified to be prepared and/or furnished by the Contractor including but not limited to, fabrication, installation plans and placing details, and pipe sizes.
 - b. Changes made by field order or by change order.
 - c. Details not on original Contract Drawings.
 - d. The location and description of utilities and appurtenances or other installations of any kind or description known to exist within the construction area. Include measured horizontal and vertical dimensions referenced to permanent surface features.
 - e. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
 - f. The topography and grades of installed or affected Work as a part of the project construction.
 - g. Changes or modifications that result from the final inspection.
 - h. Show only the option selected for construction on the as-built drawings where Contract Drawings or specifications allow options.
- J. Specifications
 - 1. Legibly mark and record at each product reference the description of actual Products installed, including the following:
 - a. Manufacturer's name and product model and number
 - b. Product substitutions or alternates utilized
 - c. Changes made by modifications. Include reference to approved Engineering Change Directive or Contract Change Order.
 - 2. Legibly mark and record changes to execution methods specified. Include reference to approved Engineering Change Order.
- K. Contractor's Pre-Construction Submittals
 - 1. Legibly mark and record alternate vendors and subcontractors used.
 - 2. Legibly mark and record changes to the Submittal Register including:
 - a. Date of submittal
 - b. Date submittal was approved
 - c. Additional submittals required

- L. Manufacturer's instruction for assembly, installation, and adjusting
 - 1. Legibly mark and record variances from Manufacturer's instructions, including the following:
 - a. Description of variance
 - b. Reason for variance
 - c. Effect of variance on manufacturer's guarantee or warranty
 - d. Additional considerations or procedures required due to variance
 - 2. Provide correspondence regarding Manufacturer's recommendations in support of or against the variance.

1.12 WARRANTY REQUIREMENTS

- A. Terms
 - 1. The Contractor expressly warrants that all workmanship and materials performed or furnished under this Contract will conform to the Specifications, Drawings, samples and other applicable descriptions furnished or adopted by the Contractor and with all applicable laws, provisions and requirements of the Contract Documents. The Contractor shall remedy any defects due to faulty materials or workmanship which shall appear within a period of one (1) year from the date of final acceptance of the Work hereunder and pay for any damage to other Work resulting therefrom. The City shall give notice of observed defects with reasonable promptness. The Contractor's warranty hereunder is in addition to, and not in limitation of, any obligations found elsewhere in the Contract Documents, any special guarantees provided by the Contractor, and any obligations imposed by law.
- B. Assignment
 - 1. In addition to the above requirements, the Contractor shall assign material and equipment guarantees and warranties from all manufacturers and suppliers to the City and deliver copies of such guarantees and warranties and the assignments thereof to the City in order to assure the City of the full benefit of such guarantees and warranties.
- C. Equipment/Product Warranty List
 - 1. Submit a bound and indexed notebook containing written warranties for equipment/products furnished and prepare a complete listing of such equipment/products.
 - 2. State on the equipment/products list the specification section applicable to the equipment/product, duration of the warranty, start date of the warranty, ending date of the warranty, and the point of contact for fulfillment of the warranty.
 - 3. Begin the warranty period on the same date as project acceptance and continue for the full product warranty period.
 - 4. Execute the full list and submit prior to final acceptance of the facility.

CITY OF ABERDEEN – CONTRACT CLOSEOUT

PART 2 – PRODUCTS

Not Used

PART 3 – EXECUTION

Not Used

END OF SECTION

SECTION 017839 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

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

1.02 SUMMARY

- A. This Section includes administrative and procedural requirements for Project Record Documents, including the following:
 - 1. Record Drawings.
 - 2. Record Specifications.
 - 3. Record Product Data.
- B. Related Sections include the following:
 - 1. Division 1 Section "Closeout Procedures" for general closeout procedures.
 - 2. Division 1 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.

1.03 SUBMITTALS

- A. Record Drawings: Comply with the following:
 - 1. Number of Copies: Submit one set of marked-up Record Prints.
 - 2. Number of Copies: Submit copies of Record Drawings as follows:
 - a. Initial Submittal: Submit one set of plots from corrected Record CAD Drawings and one set of marked-up Record Prints. Engineer will initial and date each plot and mark whether general scope of changes, additional information recorded, and quality of drafting are acceptable. Engineer will return plots and prints for organizing into sets, printing, binding, and final submittal.
 - b. Final Submittal: Submit one set of marked-up Record Prints, one set of record transparencies, and one copy printed from Record Transparencies. Print each Drawing, whether or not changes and additional information were recorded.
 - c. Final Submittal: Submit one set of marked-up Record Prints, one set of Record CAD Drawing files, one set of Record CAD Drawing plots, and one copy printed

from record plots. Plot and print each Drawing, whether or not changes and additional information were recorded.

- 1) Electronic Media: Email, thumb drive or SharePoint site.
- B. Record Specifications: Submit one copy of Project's Specifications, including addenda and contract modifications.
- C. Record Product Data: Submit one copy of each Product Data submittal.
 1. Where Record Product Data is required as part of operation and maintenance manuals, submit marked-up Product Data as an insert in the manual instead of submittal as Record Product Data.

PART 2 - PRODUCTS

2.01 RECORD DRAWINGS

- A. Record Prints: Maintain one set of blue- or black-line white prints of the Contract Drawings and Shop Drawings.
 1. Preparation: Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.
 - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
 - b. Accurately record information in an understandable drawing technique.
 - c. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.
 2. Content: Types of items requiring marking include, but are not limited to, the following:
 - a. Dimensional changes to Drawings.
 - b. Revisions to details shown on Drawings.
 - c. Locations and depths of underground utilities.
 - d. Revisions to routing of piping.
 - e. Changes made by Change Order or Construction Change Directive.
 - f. Changes made following Engineer's written orders.
 - g. Details not on the original Contract Drawings.
 - h. Field records for variable and concealed conditions.
 - i. Record information on the Work that is shown only schematically.
 3. Mark the Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. If Shop Drawings are marked, show cross-reference on the Contract Drawings.

CITY OF ABERDEEN – PROJECT RECORD DOCUMENTS

4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at the same location.
 5. Mark important additional information that was either shown schematically or omitted from original Drawings.
 6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
- B. Record CAD Drawings: Immediately before inspection for Certificate of Substantial Completion, review marked-up Record Prints with Engineer. When authorized, prepare a full set of corrected CAD Drawings of the Contract Drawings, as follows:
1. Format: Same CAD program, version, and operating system as the original Contract Drawings.
 2. Format: DWG, operating in Windows XP operating system.
 3. Incorporate changes and additional information previously marked on Record Prints. Delete, redraw, and add details and notations where applicable.
 4. Refer instances of uncertainty to Engineer for resolution.
 5. Engineer will furnish Contractor one set of CAD Drawings of the Contract Drawings for use in recording information.
 - a. Engineer makes no representations as to the accuracy or completeness of CAD Drawings as they relate to the Contract Drawings.
 - b. CAD Software Program: The Contract Drawings are available in DWG format.
- C. Newly Prepared Record Drawings: Prepare new Drawings instead of preparing Record Drawings where Engineer determines that neither the original Contract Drawings nor Shop Drawings are suitable to show actual installation.
1. New Drawings may be required when a Change Order is issued as a result of accepting an alternate, substitution, or other modification.
 2. Consult with Engineer for proper scale and scope of detailing and notations required to record the actual physical installation and its relation to other construction. Integrate newly prepared Record Drawings into Record Drawing sets; comply with procedures for formatting, organizing, copying, binding, and submitting.
- D. Format: Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
1. Record Prints: Organize Record Prints and newly prepared Record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
 2. Record Transparencies: Organize into unbound sets matching Record Prints. Place transparencies in durable tube-type drawing containers with end caps. Mark end cap of

each container with identification. If container does not include a complete set, identify Drawings included.

3. Record CAD Drawings: Organize CAD information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each CAD file.
4. Identification: As follows:
 - a. Project name.
 - b. Date.
 - c. Designation "PROJECT RECORD DRAWINGS."
 - d. Name of Engineer.
 - e. Name of Contractor.

2.02 RECORD SPECIFICATIONS

- A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 2. For each principal product, indicate whether Record Product Data has been submitted in operation and maintenance manuals instead of submitted as Record Product Data.
 3. Note related Change Orders and Record Drawings where applicable.

2.03 RECORD PRODUCT DATA

- A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
 3. Note related Change Orders and Record Drawings where applicable.

2.04 MISCELLANEOUS RECORD SUBMITTALS

- A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

PART 3 - EXECUTION

3.01 RECORDING AND MAINTENANCE

- A. Recording: Maintain one copy of each submittal during the construction period for Project Record Document purposes. Post changes and modifications to Project Record Documents as they occur; do not wait until the end of Project.
- B. Maintenance of Record Documents and Samples: Store Record Documents and Samples in the field office apart from the Contract Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain Record Documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to Project Record Documents for Engineer's reference during normal working hours.

END OF SECTION

Appendix A

City of Aberdeen Addendum to Harford County
Approved List of Suppliers and Materials for Water
and Sewer Construction

Dated August 17, 2026



**City of Aberdeen
Department of Public Works**

August 17, 2026

TO: GENERAL PUBLIC

RE: CITY OF ABERDEEN APPROVED LIST OF SUPPLIERS AND MATERIALS
FOR WATER AND SEWER CONSTRUCTION

1. The Department of Public Works hereby issues an addendum dated August 17, 2026 to the Harford County Part 15, dated March 1, 2026 for "Approved List of Suppliers and Materials For Water and Sewer Construction".
2. The Department of Public Works also hereby issues addenda to various Harford County Standard Details to reflect the changes made by the aforementioned addendum to the "Approved List of Suppliers and Materials".
3. The Changes become effective on the date noted above and are applicable within the Aberdeen's Water Distribution and Sewer Collection System for all areas that the City provides services.
4. For additional information contact the Department of Public Works at 410-272-1600 x 217

Sincerely,

Josh Quesenbery
Director of Public Works

Cc: Department of Planning and Community Development



HARFORD COUNTY

PUBLIC WORKS

DIVISION OF WATER AND SEWER

APPROVED LIST OF SUPPLIERS AND MATERIALS FOR WATER AND SEWER CONSTRUCTION

GENERAL RULES AND REGULATIONS PART 15

March 1, 2026





**City of Aberdeen Department of Public Works Addendum to Harford County
Approved List of Materials and Supplies for Water and Sewer Construction
Effective August 17, 2026**

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**City of Aberdeen Department of Public Works Addendum to Harford County
Approved List of Materials and Supplies for Water and Sewer Construction
Effective August 17, 2026**



**City of Aberdeen Department of Public Works Addendum to Harford County
Approved List of Materials and Supplies for Water and Sewer Construction
Effective August 17, 2026**

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PART 14 APPROVED LIST OF SUPPLIERS AND MATERIALS FOR WATER AND SEWER CONSTRUCTION

I. GENERAL

- A. The Chief of Water and Sewer Maintenance shall maintain the approved materials list. The amendment of the list shall be the result of an evaluation and recommendation of a committee of operations, maintenance, and engineering staff of the Division of Water and Sewer periodically designated by the Deputy Director. The list shall be utilized by contractors, suppliers, designers, and County staff when identifying materials which have been approved for use in the County water and sewer systems. This list of approved materials shall be utilized in construction or maintenance when the project specifications do not contain enough detail to identify every item. This list of approved materials is to be used or referenced in designs unless a material not contained in the list is otherwise approved for use in a specification package
- B. The supplier of a material not on the list may request inclusion of a product by pursuing the following evaluation procedures:
1. Materials must be presented with a request for inclusion in the approved materials list. The request may initially be for an individual or limited number of projects.
 2. Five (5) copies of fact sheets, specifications, laboratory test results, drawing and significant information on applicability of use of the product must be presented before a request will be considered.
 3. Documentation of approval for use for the proposed application by other local, state or federal water and sewer operations and construction agencies must be presented.
 4. Depending on the nature of the product, factory visits and on-site visits to locations where the material or product is being utilized in construction and/or operation may be required as part of the evaluation process.
 5. If evaluation of the aforementioned information is acceptable, the product may be approved for use on a trial basis in a developer-funded or County capital project. NOTE: Large quantities or extensive use in the trial installation will normally not be allowed.
 6. The County reserves the right to have the product tested by an independent agency to assure that it meets the minimum requirements established in the Standard Specifications. In the event that the product does not meet the minimum requirements, the manufacturer will be responsible for all associated cost including, but not limited to, the test performed and any additional testing by Harford County. Should the product not pass a retest, the product will be removed from the Approved Material List.





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7. If the trial installation produces satisfactory results, then after an appropriate time for observation, the material or product may be utilized on a limited basis
8. Pending continued satisfactory performance and evaluation during the trial installation and limited use periods, the material or product may be added to the list of approved suppliers.





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II. WATER MAIN CONSTRUCTION

1. PIPE, POLYVINYL CHLORIDE WATER*
**default water main material in all instances*

Westlake Pipe & Fittings
J.M. Eagle
National Pipe & Plastic
Diamond
Cresline SDR-21 (2" only)
Sanderson Pipe

Note:
Rubber Ring Slip Joint Only
3" or smaller SDR-21 200 psi
4"-12" DR-14 305 psi

2. PIPE, DUCTILE IRON (D.I.P)**
*(only permitted by exception with
expressed approval from City DPW)*

<u>Slip Joint</u>	<u>Restrained Joint</u>
U.S. Pipe & Fdy.	T.R. Flex
Griffin	Snap Lock
American	Flex Ring
McWane	Super Lock
Atlantic States	
Clow	

Field Lock Gasket
** Gasket by same manufacture*

Special Thickness Class
Note:
3" – 6" Class 52
8" – 12" Class 52
14" & above Class 52

3. PIPE, CAST IRON (C.I.P.)

Not approved in any instance.

4. PIPE, WATER SERVICE
(3/4", 1", 1-1/2", 2")

Copper Tubing-Type K (All Sizes)
Halstead
Reading
Cerro
Mueller Tubing Company
Howell Metals
Cambridge-Lee

***AWWA Approved PE Pipe (Copper
Tubing Sized) permitted by exception
with expressed approval from City DPW**

**5. FIRE HYDRANT, 5-1/4" VALVE OPENINGS -
MECHANICAL JOINT**

Mueller Super Centurion A 423
Kennedy Guardian K-81-A

6. PAINT FOR FIRE HYDRANTS

"SCHOOL BUS YELLOW"

Primer:
Sherwin-Williams – Gray #B65G11
Tnemec Co. – Hydo Zinc #94-H20

Intermediate:
Sherwin-Williams – Macropoxy 646-100
Epoxy – Safety Yellow
B58W00620
Tnemec Co. – Hi-build Epoxoline H Series
V69-02SF Safety Yellow

Finish/Top:
Sherwin-Williams – Pro Industrial DTM
Acrylic B66Y11037 – Gloss Safety
Yellow
Tnemec Co. – Endura Shield Series
#1095-02SF Safety Yellow





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7. <u>RESILIENT SEAT/WEDGE VALVES</u> <u>MECHANICAL JOINT (Flanged for Interior Use)</u> <u>Sizes Thru 30" (AWWA C-509-01)</u> Clow Series F-6100 (4"- 48") Kennedy Kenseal (4"-12") M&H Style 4067 (4"-12") Mueller Series A-2360-20 (4"-12") U.S. Pipe V&H – USP-0-20 (4"-12") <u>Sizes 4" - 12" (AWWA C-515)</u> American Flow Control 2500 series (4"-12") Clow 2638 series (4"-12") Kennedy KS-RW series (4"-12") M&H 7000 series (4"-12") Mueller A-2361 series (4"-12") U.S. Pipe – AUSP1 series (4"-12") <u>Sizes 14" - 36" (AWWA C-515-02)</u> American Flow Control Series 2500 Clow Series F-6100 Kennedy Kenseal M&H Style 7571 Mueller Series A-2361-20 U.S. Pipe V&H – USP-1-20 (14"-48") <u>Sizes 24" and Above</u> Pre-approval required Note: 1. Gearing required above 16" 2. 3"-36" Non-Rising Stem; 3"-16" OS&Y 3. Brass Test Plug 4. All valves are required to use 304 or 316 stainless bolts and nuts. The County may require 316 stainless fasteners to be used in lieu of 304 stainless in instances where it deems necessary. 5. All Valves Should be Clockwise to Close/ 1. Counter-Clockwise to Open	9. <u>VALVE, COMBINATION AIR/VACUUM RELEASE</u> Duo Matic/Kenetic* 1" on Mains thru 12" Apco (Valve & Primer) 143-C 142 Valmatic 201-C 101 Cla-Val Series 36 A.R.I. D-040 2" on Mains 14"-20" (Where Specified) Apco 145-C 144 Valmatic 202-C 102 Cla-Val Series 36 A.R.I. *Kenetic-Harford County Model 10. <u>TAPPING SLEEVE ONLY (MECH. JOINT)</u> (*wet-taps larger than 2" only permitted by exception with expressed approval from City DPW) PowerSeal Tap Sleeve with S.S. MJ Outlet –All Sizes U.S. Pipe M&H Valve 6" – 12" Mueller 4"-12" H-619(A.C.) Mueller 4"-24" H-615 (C.I., D.I.) Tyler Pipe 4"-12" S-149 (for C.I.), S-349 (for A.C.) 4" – 12" American Flow Control M.J. Sleeve - D.I. 4"-36" Full Circle Stainless Steel Tapping Saddles 14" and Greater For A/C Pipe (Pre-app. required) JCM-414; Romac-FT425 Note: 1. 316 S.S. nuts and bolts 2. Coating – Epoxy (fusion), E-coat 3. Taps on AC Pipe Prohibited
8. <u>BUTTERFLY VALVES (24" & LARGER)</u> <u>(Valve Shafts-Horizontal)</u> Submit shop drawings	





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11. <u>FITTINGS - MECHANICAL JOINT - CEMENT LINED OR EPOXY COATED - D.I. 3" – 48"</u> (Flanged for Interior Use) Star 3" – 48" Tyler Fdy – 36" Tyler Fdy./Union Fdy (C.I. upon request) – 3"- 48" Clow – 4" – 30" HarCo-PVC - Slip Joint with restraints Union Fdy. (C.I. upon request) Sigma 3" – 48" Note: 48" Class 350 D.I (AWWA C-53) - M.J. Fittings to be Cement Lined - Flanged Fittings to be Epoxy Coated where available - Flanged fittings to have 316 S.S. bolts w/brass nuts.	14. <u>VALVE BOX SCREW - TYPE 2-PIECE</u> 36"- 48" (5-1/4") (3" Valves & Larger & Blow-off) Bingham & Taylor #4905 Capital Foundry of Virginia, Inc. #564s East Jordan #664-S
12. <u>RETAINER GLAND DUCTILE IRON - WEDGED</u> (For D.I.P. Only) EBAA Iron Mega-A-Lug Uni-Flange/Ford Wedge Action-Series 1400 Mueller Company-Aqua Grip (4"-12") (Fire Hydrant and Valve Only) Star Grip – 3000 series Sigma – SLD – one lock Tuf-Grip-Tyler-Union Foundry Note: epoxy, nylon, mega-bond, e-coat, star bond.	15. <u>CURB-BOX LOCKING SCREW- TYPE (4-1/4")</u> Bingham & Taylor #4903 Capital Foundry of Virginia, Inc. #NH-138-H-UP
13. <u>PIPE COUPLING - FOR D.I.P., C-900, AC</u> *Ford - Style FC 2"-24" *Smith-Blair - Style 441 2"-16" *Romac - Style 501 Hymax – 2000 2" – 16" PowerSeal Transition Coupling #350108B00000 – All Sizes Kraus Hymax Grip / All Models Mueller Maxi-Fit Romac Alpha / All Models *Submit shop drawing for approval on all A.C pipe work Note: - All couplings to be coated w/epoxy, nylon, e-coat. 316 S.S. nuts and bolts	16. <u>METER VAULT (18", 24", 30")</u> Plastic Enclosures Only (Concrete Pits & Slabs Not Permitted) Brands Comparable to Mid-States, Bingham & Taylor, Oldcastle, etc. Note: No Bricks or Concrete Risers; Plastic Risers Only
	17. <u>18" METER FRAME & 15" COVER</u> A.Y. McDonald: Frame # 74MACF18; Single Hole Lid # 74MCL115T; Bingham & Taylor: Frame # CULF18018SP; Single Hole Lid IFL90301WS Capital Foundry of Virginia, Inc: Frame # MBX-3437-F; Single Hole Lid # MBX-347-C-H Ford Meter Box Company: Frame # FA32C; Single Hole Lid # C3L-T Vestal 32-482
	18. <u>EXTENSION RING</u> <u>24" x 30"</u> Ford Vestal A.Y. McDonald





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19. <u>VALVE/METER VAULT, PRE-CAST CONCRETE, LARGE</u> Mayer Brothers, Inc.; Terre-Hill; Atlantic Precast; A.C. Miller/Fabcrete Pre- Piped Vault; Horne Concrete; Gillespie Note: Vault manufacturers not NPCA certified may be permitted to supply vaults if other requirements can be met. Contact the Division of Water and Sewer Maintenance Section for details.	24. <u>SERVICE SADDLE</u> Ford Style FC-202; Romac 202N Smith-Blair 317 Nylon-Coated Mueller DN2S or DE2S JCM – 406 PowerSeal – #3450AS All Sizes PowerSeal – Service saddle compression corporation stop combination Model 3450AS D.I.P. 1 ½”- 2” or PVC 3”- 12” a. Specify type of pipe when ordering. b. All saddles to be epoxy, nylon, or high-density fusion plastic, E-Coat. c. Pre-sized for PVC pipe.
20. <u>4” FRAMES & COVERS FOR VALVE VAULTS & AIR-RELEASE MANHOLES</u> East Jordan Iron Works E.A. Quirin Foundary Neenah Foundary 24” Frame-1565-2001 Lid No-1565-5134 30” Frame-1568-2000 Lid No. 1568-5001	25. <u>INSIDE METER SETTING</u> INSIDE METER SETTINGS NOT PERMITTED FOR RESIDENTIAL USE WITHIN CITY OF ABERDEEN
21. <u>ALUMINUM METER VAULT DOORS</u> (H-20 Loading) BilCo Syracuse Castings Just-Set P.A. Insert (Har. Co. Spec.)	26. <u>CORPORATION STOP, COMPRESSION JOINT</u> Approved Sizes: 3/4” - 2” Approved Brands: Ford, Mueller, McDonald All Corporation Stops must be: 1. CTS Compression Quick-Joint Style x AWWA Taper Thread for use with approved saddle. (direct tapping not permitted) 2. Ball Style Corp (Key Corps not permitted)
22. <u>PRE-CAST VAULT TO PIPE LINE CONNECTOR</u> Atlantic Pre-Cast – A-Lock (<18° grade) Z-Lock (<18° grade) Terre-Hill Concrete Products – Dual Seal II RX101 Water Stop Hail Mary Rubber Company – Star Seal	27. <u>CURBSTOP, THREADED</u> Approved Sizes: 3/4” - 2” Approved Brands: Ford, Mueller, McDonald
23. <u>JOINT PROTECTOR</u> (Steel End Ring Concrete Pipe) Flex-Protex Pipe Ring Protectors MarMac Mfg. Company	





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28. <u>CURBSTOP, COMPRESSION JOINT</u> Approved Sizes: 3/4" - 2" Approved Brands: Ford, Mueller, McDonald CTS Compression Quick-Joint Style Only	34. <u>REPAIR CLAMPS</u> PowerSeal Repair Clamp #3121AS FORD, MUELLER, SMITH BLAIR, ROMAC, FULL-CIRCLE STAINLESS STEEL REPAIR CLAMPS WITH STAINLESS HARDWARE; All Sizes
29. <u>COUPLING, COPPER COMPRESSION JOINT</u> Approved Sizes: 3/4" - 2" Approved Brands: Ford, Mueller, McDonald CTS Compression Quick-Joint Style Only	<i>ITEMS 35 – 40 PERTAIN TO METER YOKE ASSEMBLIES AND EXPANSION CONNECTORS.</i> <i>THESE ITEMS AND TYPE OF METER SETTINGS ARE NOT PERMITTED FOR USE IN THE CITY OF ABERDEEN. SEE CITY DPW METER SETTER REQUIREMENTS BELOW:</i> <u>METER SETTER REQUIREMENT:</u> The City of Aberdeen requires meter sizes 3/4" - 1" use an approved meter setter configured as follows: -Ford (or Mueller or McDonald Equivalent): Coppersetter 70 & 80 Series or Resetter 40 Series -Lockable Angle Ball Valve Inlet -Angle Cartridge Dual Check Outlet, -CTS Q-Joint Compression Inlet and Outlet Cast Iron Yoke Assemblies and Expansion Connections are not permitted within the City of Aberdeen. Setter height should be based on appropriate bury depth of service line. All sizes should be based on size of meter and design requirements of service customer.
30. <u>Y-BRANCH COUPLING, COMPRESSION</u> To be used for approved instances only. Shared services and twin connections are not permitted within City of Aberdeen. Approved Sizes: 2" x 1" x 1 Approved Brands: Ford, Mueller, McDonald CTS Compression Quick-Joint Style Only	
31. <u>CATHODIC PROTECTIVE CAP NUT</u> (Oversized) Protector Cap Trumbull Industries Mars Co.	
32. <u>DISMANTLING JOINT</u> Smith-Blair Series 975 Romac DJ-400 Kraus 811 – 316 S.S. bolts Note: 1. W/S.S. tie-rods and nuts, w/epoxy, nylon, or e-coat coating. 2. 316 S.S. bolt w/brass nuts.	
33. <u>FLANGE PIPE/ADAPTOR</u> Flanged end spool piece to be used, Minimum working pressure 200 psi Hymax, Romac & Uni-Flange Models EBAA-2100 Series Note: 1. Pre-approved only. 2. Epoxy, nylon, e-coat coating. 3. 316 S.S. bolt w/brass nuts.	





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41. <u>THREADED BRASS FITTINGS</u>				
All Manufacturers				
42. <u>BALL VALVE BRASS</u>				
	<u>3/4"</u>	<u>1"</u>	<u>1 1/2"</u>	<u>2"</u>
Ford	B-11-333	B-11-444	B-11-666	B-11-777
Mueller	20283+Size	20283+Size	20283+Size	20283+Size
A.Y. McDonald	76101+Size	76101+Size	76101+Size	76101+Size
43. <u>LOCK-WING BALL VALVE BRASS</u>				
	<u>3/4"</u>	<u>1"</u>	<u>1 1/2"</u>	<u>2"</u>
Ford	B-11-333-W	B-11-444-W	B-11-666-W	B-11-777-W
Mueller	20200-W+Size	20200-W+Size	20200-W+Size	20200-W+Size
A.Y. McDonald	76101WW+Size	76101WW+Size	76101WW+Size	76101WW+Size
44. <u>DUST CAP</u>				
Niagara				
45. <u>BRASS PIPE – THREADED</u>				
All Manufacturers				
46. <u>OUTSIDE DOMESTIC WATER SERVICE COMPLETE (3/4")</u>				
See City of Aberdeen Standard Detail Addenda for approved configuration and materials.				
47. <u>OUTSIDE DOMESTIC WATER SERVICE COMPLETE (1")</u>				
See City of Aberdeen Standard Detail Addenda for approved configuration and materials.				
48.- 49. WATER METERS (FOR DOMESTIC AND FIRE PROTECTION)				
All Applications; All Sizes 3/4" – 12":				
Neptune Mach-10 E-Coder R900i Ultrasonic Meter				
Submit shop drawing for approval of any exceptions				
All sizes should be based on size of meter and design requirements of service customer				
All fire systems (including private hydrants) shall be metered in entirety.				
50. <u>BACKFLOW PREVENTERS</u>				
Apollo Model DCLF4A	1/2" – 12"			
Apollo Model RPLF4A	3/4" – 12"			
Apollo Model DCDALF4A	2 1/2" – 12"			
Apollo Model RPDALF4A	2 1/2" – 12"			
Zurn, Wilkins, & Watkins Models DDC and RPZ				
Note:				
1. Retest and certification required before operational approval.				
2. All reduced pressure models require air gap funnel drain.				
3. All sizes should be based on size of meter and design requirements of service customer				





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III. SEWER MAIN CONSTRUCTION

1. <u>PIPE, POLYVINYL CHLORIDE (PVCSP)</u> North American Pipe J.M. Eagle National Pipe & Plastic Diamond Sanderson Pipe Note: 4" thru 6" Class SDR-26 Heavy Wall 8" thru 15" Class SDR-35 18" thru 24" PS115 ASTM F679 and F1336	4. <u>MANHOLE, PRECAST CONCRETE</u> Atlantic Precast Concrete Pipe & Products Terre-Hill Monarch Products Company, Inc. Hanson Products Horne Concrete Advanced Drainage Structures GilesPie Precast Note: All precast sewer manholes must have Dura-Plate 100 interior lining or other comparable corrosion resistant product.
2. <u>PIPE, DUCTILE IRON</u> NOT PERMITTED FOR USE IN CITY SEWER SYSTEMS UNDER ANY CIRCUMSTANCE	5. <u>MANHOLE TO PIPE CONNECTORS</u> (Grades >18% and <45%) A-Lok - Z-Lok Products PressSeal
3. <u>FORCE MAIN SEWER PIPE</u> 2"-3": - Rubber Ring Slip Joint - SDR 21, Class 200 PVC 3": - HDPE (D.I.P. Sized) - PVC (Restrained Joint) 4"-12" - DR 14 - C-900 PVC - HDPE (D.I.P. Sized) - PVC (Restrained Joint) Over 12" - HDPE (D.I.P. Sized) - PVC (Restrained Joint) Note: 1. Refer to Water Main Materials for manufacturers. 2. Ductile Iron Sewer Pipe is not permitted. 3. DR Rating based on Pressure	6. <u>MANHOLE TO PIPE CONNECTORS</u> (Grade <18%) A-Lok - Atlantic Precast Dual Seal II - Terre-Hill Concrete Products Star-Seal (greater than 16") 7. <u>BUILT IN-PLACE MANHOLE TO PIPE CONNECTORS</u> A-Lok Field Kit - A-Lok Products Z-Lok Field Kit - A-Lok Products Note: 18% Grade = 10.2° 19.5% Grade = 11°
	8. <u>CORED MANHOLE GASKETS</u> A-Lok - A-Lok Products Link-Seal - Thunderline Corp. Z-Lok XP - A-Lok Products Kor-N-Seal - National Pollution Control Systems, Inc. Model S406-12APW Note: All gaskets require two S.S. bands





SEWER MAIN CONSTRUCTION





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SEWER MAIN CONSTRUCTION

9. <u>PLUGS - SEWER (WING-NUT)</u> Cherne Industries Inc. - "Gripper" R.C. Graham - "Hand-Tite" Circle Gas Manufacturing	13. <u>LAMPHOLE FRAME & COVER</u> Capitol Foundry of Virginia, Inc. Frame & Cover No. #VB-9*S East Jordan Iron Works, Inc. Frame Model No. 1565Z Lid Model No. 1565A Neenah Foundry Company Frame Model No. 1976-0001 Lid Model No. 1976-0032
10. <u>FITTINGS</u> G.P.K. Products, Inc. Multi-Fitting-PVC (Thru 15") Plastic-Trend-PVC G.P.K. Products, Inc. 10"-27" Fabricated 10"& Larger Multi-Fitting-18"-36" Freedom-10"-36" Nyoplast-10"-36" B&H Inc.-10"-15" PVC 6"-8" Wye, 45° Bend Plastic Trends SDR-26 HarCo SDR-26 Multi-fitting – SDR-26 G.P.K. SDR-26 Fernco "Hulk" Coupling GPK Products/Indiana Seal "Shearguard" Coupling D.I.P. 6"-8" Wye, 45° Bend HarCo Hersey Products, Inc. Note (applies to Hersey ONLY): 1. Fusion, bonded epoxy, nylon, e-coat lining. 2. < 4" – Fusion bonded epoxy. 3. All Ductile Fittings to be lines with Protecto401 or Comparable Product Interior double cement lined	14. <u>MANHOLE FRAME & COVER (STANDARD)</u> Capital Foundry of Virginia Item No. MH-1676 HAR-SS-STR Neenah Foundry Company Frame Model No. 1565-2300 Lid Model No. 1565-5120 East Jordan Iron Works, Inc. Frame Model No. 1545Z3 Cover Model No. 1544A
11. <u>PLASTIC STEP</u> M.A. Industries, Inc.	15. <u>MANHOLE FRAME AND COVER WATERTIGHT)</u> East Jordan Iron Works, Inc. Frame Model No. 2060ZVHPT Cover Model No. 2065AVHPT Neenah Foundry Company Model No. 0785-015
12. <u>SADDLE</u> Geneco Sealite (Specify type pipe) Romac "CB" (Any type pipe) PowerSeal Sewer Saddle 4" & 6" Note: To be epoxy, nylon, or E-coated SADDLE CONNECTIONS TO SEWER MAINS ARE ONLY PERMITTED WITH EXPRESSED AUTHORIZATION FOR EACH INSTANCE	16. <u>BRICK - SM GRADE</u> Redland Brick Glen-Geary Brick Co. Pine Hall Brick Lawrenceville Brick McAvoy Cobset Brick
	17. <u>GRADE RINGS (6" MAXIMUM HEIGHT) W/STEEL REINFORCEMENT</u> Atlantic Pre-Cast Terra-Hill Products Cretex Pro-Rings





**City of Aberdeen Department of Public Works Addendum to Harford County
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SEWER MAIN CONSTRUCTION

18. <u>MANHOLE PAINT FOR FRAME & COVER (OFF-SITE)</u> Day-Glo (Fluorescent Green Industrial Enamel) DG215-18 (Signal Green)	24. <u>AIR & VACUUM VALVES</u> Apco Val-Matic Cla-Val A.R.I. D-020, D-025 Note: As per shop drawing.
19. <u>MANHOLE PAINT FOR FRAME & COVER (OFF-SITE)</u> (White Primer) Coronado-Grip & Seal – 116-11 White	25. <u>MASTIC ROPE SEAL (3/4")</u> K.T. Snyder – “Rubber-Nek” Press Seal Gasket Corporation Conseal
20. <u>ADAPTOR (FROM 6" HOUSE CONNECTION TO CAST-IRON SOIL PIPE)</u> Fernco; Calder; Indiana Seal Fernco "Hulk" Coupling GPX Products/Indiana Seal "Shearguard"	26. <u>CLEANOUT - HUB & CAP (Penella Style 4" & 6")</u> Penella Industries PVC w/Magnet Jumbo Manufacturing Company Cast Iron w/Gasket Circle Gas Manufacturing Company Cast Iron w/Gas K.T. Snyder “Rubber-Nek”
21. <u>PVC RISER PIPE – CLEANOUT (SDR-26 - HEAVY WALL SEWER)</u> J.M. Eagle National Pipe & Plastic Diamond Westlake	27. <u>STAINLESS STEEL MANHOLE INSERT W/RELIEF VALVE</u> Southwestern Packing & Seal Company S.S. Rainstopper Parson Environmental Products, Inc. Stainless Steel Manhole Insert
22. <u>SOIL PIPE (CAST-IRON HEAVY DUTY) (Cleanout Riser 4")</u> NOT PERMITTED FOR USE IN CITY SYSTEM	28. <u>MANHOLE INSERT W/ODOR CONTROL</u> Calgon “Sweet Street” Parson Environmental Products, Inc.
23. <u>RETAINER GLAND-WEDGED (FOR D.I.P.)</u> Ebba Iron Meg-A-Lug Uni-Flange/Ford Wedge Action Series 1400 Star Grip – 3000 Series Sigma Tuf-Grip-Tyler-Union Foundry Note: Coating - Epoxy, nylon, Mega-Bond, e-coat, star bond	29. <u>MANHOLE EXTERIOR JOINT WRAP – 12"</u> Conseal – Con-Wrap CS-212 Press-Seal-EZ-Wrap Cretex External X85 Seal





IV. WATER AND SEWER MAIN CONSTRUCTION

1. <u>STEEL CASING PIPE</u> Approved after shop drawing submittal.	10. <u>CATHODIC PROTECTIVE CAP NUTS.(OVERSIZED)</u> Protector Cap Trumbull Industries Mars Co.
2. <u>LINER PLATE</u> Approved after shop drawing submittal.	11. <u>REPAIR CLAMPS</u> 2" -12" One-Section Ford Style FS1 <u>4" - 15" Two-Section</u> Smith-Blair 262 Ford Style FS2 Romac Style SS2 Powerseal Style 3122 AS Hymax – Easy Max <u>16" and above Three-Section</u> Ford Style FS3 Smith-Blair Style 263 Romac Style SS3 Powerseal Style 3123 AS
3. <u>DETECTOR TAPE</u> (3" Non-Metallic) Lineguard Allen Systems Linetec Empire Level	12. <u>2-1/2" TRACER TEST BOX W/TERMINAL BLOCK</u> Bingham & Taylor – P-200 Test COPPERHEAD/SNAKEPIT Note: 1. Blue lid for water. Green lid for sewer 2. Test location at fire hydrant
4. <u>TRACER WIRE</u> (7 Strand No. 8 w/.045 PE Wall Blue) All Manufacturers	13. <u>5" TERMINAL BOARD (THREE TERMINALS) W/STANDARD 4-1/4" LOCKING CURB-BOX</u> Bingham & Taylor – Note: 1. Blue lid for water. Green lid for sewer
5. <u>SOLDERLESS SPLIT BOTTOM CONNECTORS</u> Brass	14. <u>INTERIOR MANHOLE COATING</u> Sentry Polymers, Inc. Epoxy Vinyl Ester (Semstone 5301) Duraplate 100 or equivalent
6. <u>SPLICING TAPE-UNDERGROUND</u> 3M	
7. <u>BITUMINOUS COATING</u> (Military Spec. C-18480) All Manufacturers	
8. <u>COAL TAR EPOXY</u> (16 Mil D.F.T. Min) All Manufacturers	
9. <u>NON-SHRINK EPOXY GROUT</u> All Manufacturers	





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WATER AND SEWER MAIN CONSTRUCTION

15. PIPE SUPPORT/SPACER FOR SLEEVE

PIPELINE Products, Inc.
J-Four-M33 - s.s.
Raci-casing spacer
CCI Pipeline System C558

16. SLEEVE/CARRIER PIPE END SEAL

CCI Pipeline Systems
Model ESC
Model ESW

NOTE:

- * The classes or designations of pipe shown on this list are the classes that are normally used in water and sewer construction in Harford County.

However, it is possible that the Contract Documents, Special Provisions and/or Plans may specify a class or designation that is different and/or greater than that shown on the list. In the event of such a discrepancy, then the Contract Documents, Special Provisions and/or Plans shall govern.

- ** The Packer Head pipe procedure will not be used





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V. LOW PRESSURE SEWER CONSTRUCTION

1. <u>PIPE HDPE</u>			
1 ½" – 4" SDR-11 IPS EHMW PE3408 Performance Pipe Prod - Driscopex 4300 Poly Pipe Flying W J.M. Eagle Charter Plastic			
2. <u>PIPE-HDPE FITTING/TRANSITION PIECES - BUTT FUSION TYPE</u> (Pressure Rated to Match System Piping)			
<u>Molded 1 ½" - 4"</u>	<u>D.I.P.</u>	<u>Brass 1 ½" – 4"</u>	
IPEX	HarCo	All Manufactures	
Central Plastic			
Charter Plastic			
TEGG			
Agro			
Independent			
3. <u>J PIPE-PVC PIPE GASKETED - (SDR-21- 1 ½"- 4")</u>			
<u>PVC</u>	<u>D.I.P.</u>	<u>Brass 1 ½" – 4"</u>	
National	HarCo	All Manufactures	
Charlotte			
Crestline			
J.M. Eagle			
Diamond			
North American Pipe			
Note: 1. PVC pipe fittings for main line – match pipe material.			
4. <u>BALL VALVE CURB STOP - W/FEMALE IPT END CONNECTION (OR PACK JOINT)</u>			
	<u>Manufacturer</u>	<u>Female IPT End</u>	<u>Pack Joint</u>
1 ½"	Ford	B11-666	B77-666
	Mueller	B-20283+Size	V-25226
	McDonald	6101	6100-44
2"	Ford	B11-777	B77-777
	Mueller	B-20283+Size	V-25226
	McDonald	6101	6100-44
5. <u>SEWAGE GRINDER PUMPING UNIT AND CONTROL PANEL</u>			
Environment/One Corporation			





**City of Aberdeen Department of Public Works Addendum to Harford County
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6. <u>VALVE KEY EXTENSION</u>		
Genco		
7. <u>FITTINGS FOR LP 2-5</u>		
<u>D.I.P</u>	<u>Brass Ball Valve</u>	<u>Brass</u>
HarCo	Ford	All Manufacturers
Hersey	Mueller	
	A.Y. McDonald	
Note: D.I.P Fittings – Cement Lined		
8. <u>ROADWAY BOXES – VALVE - 5 ¼" (SCRW TYPE)</u>		
Bingham & Taylor 4905 Capital Foundry of Virginia, Inc. #564s East Jordan 664-S		
9. <u>FIRE HOSE COUPLING W/ CAP - 2 ½"-BRASS NST THREAD</u>		
Potter-Roemer Red Head/Dixon Thompson Industrial		
10. <u>NIPPLE/RISER - D.I.P/BRASS 2" - 4" NPT THREAD</u>		
HarCo – D.I.P Brass – All Manufacturers		
11. <u>CONCRETE VAULT - 24"</u>		
Mayer Brother, Inc		
12. <u>TRACER WIRE</u> (7 Strand No. 8 w/.045 PE Wall Blue)		
All Manufacturers		
13. <u>FRAME & COVER - 24" - 24" X 4" – STANDARD SEWER</u>		
East Jordan Campbell Fdy. Neenah – Frame – NF-15652001 Lid-NF-15655134		
14. <u>R/S GATE VALVE – 3" & GREATER</u>		
*See water main construction for approved manufacturers		
15. <u>ADJUSTMENT RING – 24"</u>		
East Jordan Infra-Riser		

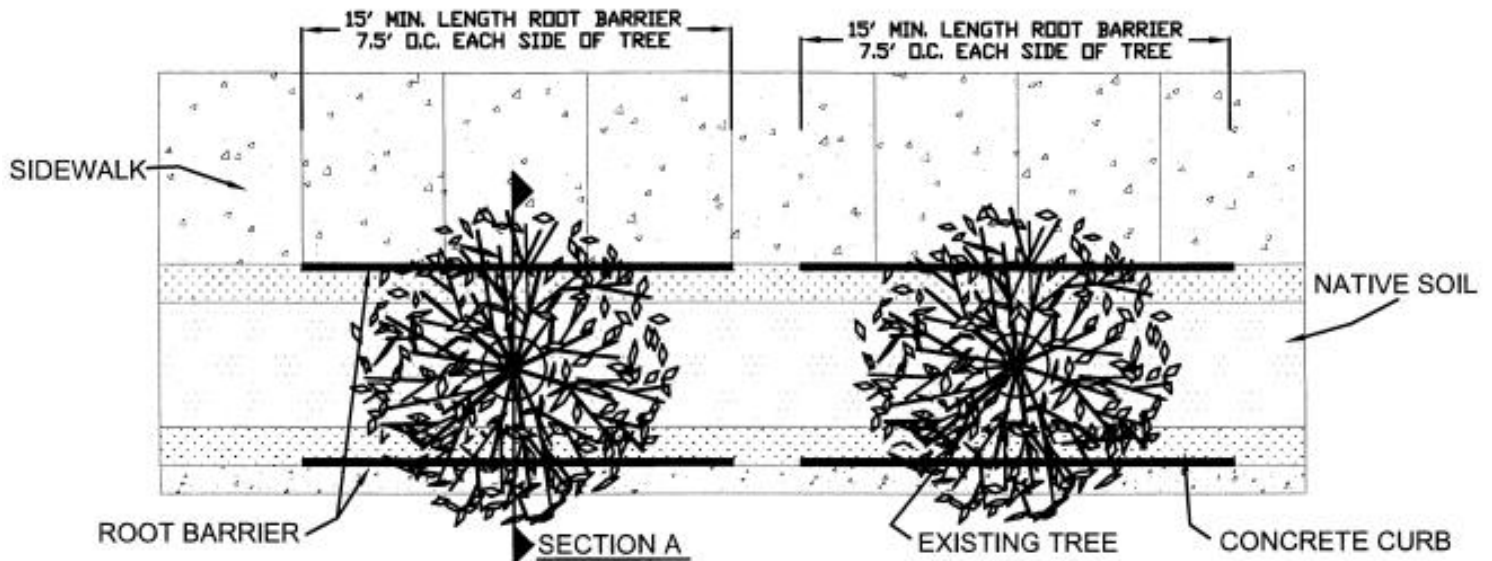




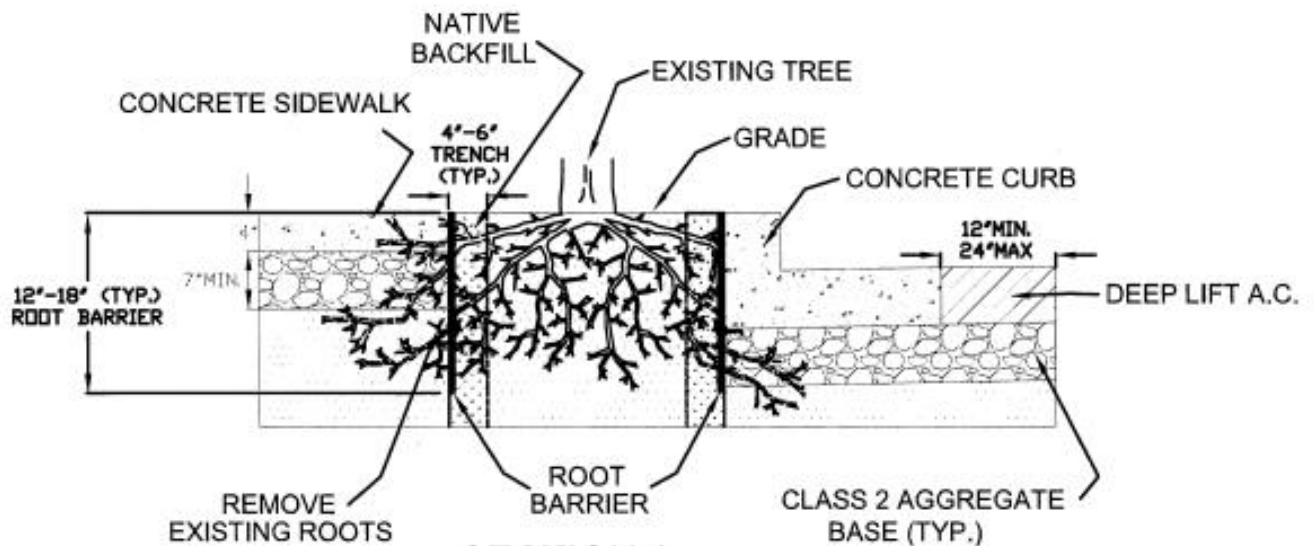
SECTION V: CITY OF ABERDEEN **STANDARD DETAILS ADDENDA**

The following Standard Detail Plates shall supplement the corresponding Harford County Standard Detail Plates while reflecting approved materials and methods to be used within the City of Aberdeen.





PLAN VIEW



SECTION A

NOTES:

1. ROOT BARRIER SHALL BE BLACK, INJECTION MOLDED PANELS OR LINEAR ROLL WITH 90° DEFLECTING RIBS.
2. ROOT BARRIER SHALL BE MANUFACTURED WITH 50% POST CONSUMER POLYPROPYLENE PLASTIC WITH ADDED ULTRAVIOLET INHIBITORS; RECYCLABLE.
3. INSTALL MINIMUM 12" TO MAXIMUM 18" HIGH ROOT BARRIER.
4. ROOT BARRIER SHALL HAVE A MINIMUM WALL THICKNESS OF 0.06" (60 mil) & RIB THICKNESS OF 0.08" (80 mil).
5. THE VERTICAL ROOT DEFLECTING RIBS SHALL BE FACING INWARDS TO THE ROOT BALL.
6. ROOT BARRIER SHALL BE 15' LONG; 7.5' O.C. FROM TREE UNLESS APPROVED OTHERWISE BY ENGINEER.
7. ROOT BARRIER TRENCH SHALL BE 4" WIDE TO 6" WIDE.
8. ROOT BARRIER SHALL BE INSTALLED VERTICAL IN TRENCH ADJACENT TO SIDEWALK AND CURB AT GRADE.
9. THE CITY ARBORIST SHALL BE NOTIFIED BEFORE EXTENSIVE CUTTING OF ROOTS.

CITY OF ABERDEEN
DEPARTMENT OF PUBLIC WORKS

Kyle Jouts

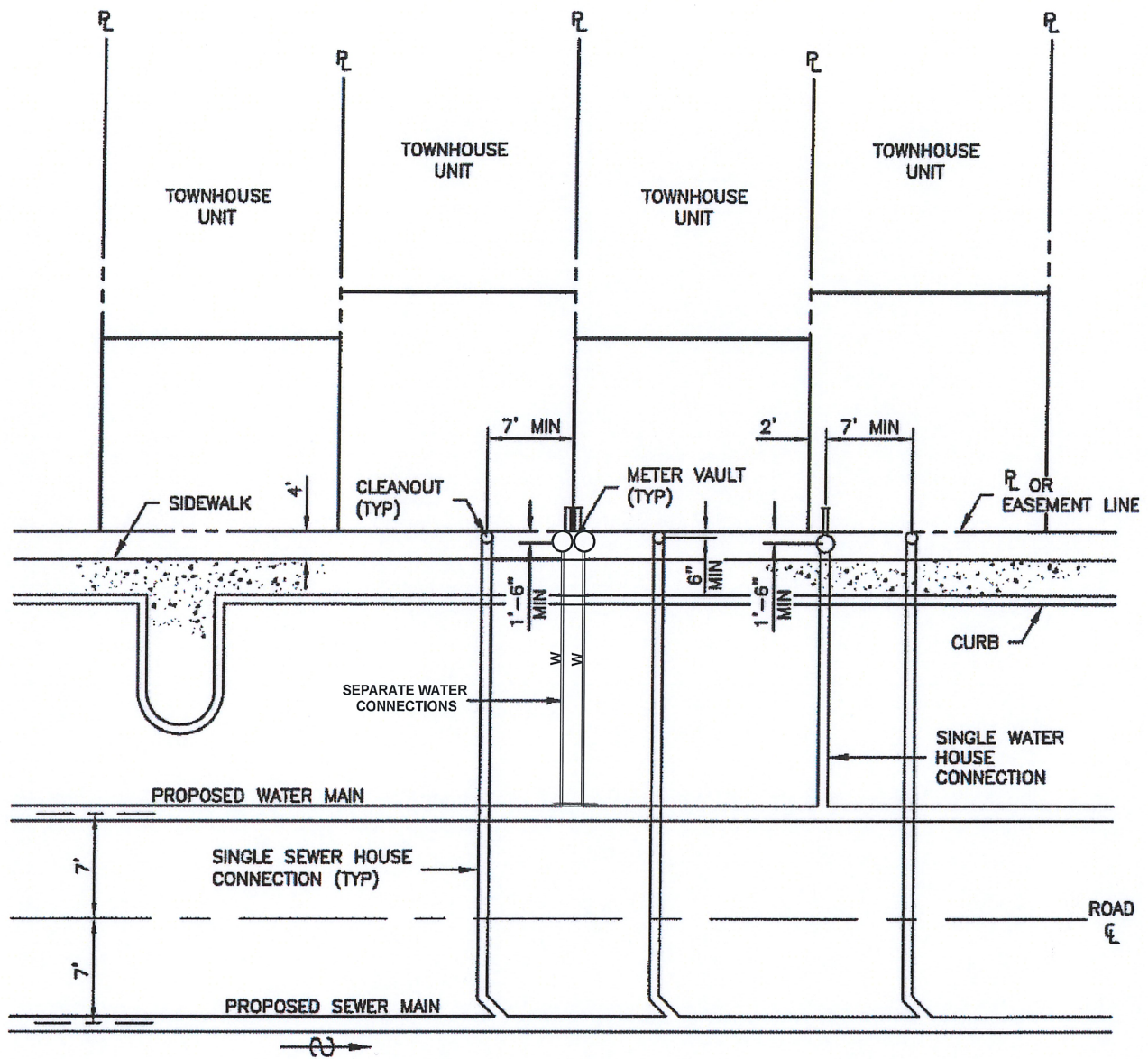
STANDARD DETAIL

TREE ROOT BARRIER
INSTALLATION

CITY OF ABERDEEN
STANDARD DETAILS

PLATE **T-1**





NOT TO SCALE

NOTES:

1. METERS TO BE SUPPLIED WITH INDIVIDUAL SERVICE LINES
2. TWIN CONNECTIONS & SHARED SERVICES NOT PERMITTED BY CITY OF ABERDEEN
3. IN TOWNHOUSE UNITS WITHOUT PERPENDICULAR PARKING, AN ADDITIONAL TWO (2) FOOT DRAINAGE AND UTILITY EASEMENT IS REQUIRED. METER VAULTS AND CLEANOUTS SHALL BE LOCATED AS SHOWN ON G-2.
4. PLACE UTILITIES ON LOW SIDE OF LOT.
5. MINIMUM SEPARATION BETWEEN WATER AND SEWER SERVICES IS SEVEN (7) FEET.
6. METER PITS AND CLEANOUTS SHALL NOT BE LOCATED IN SIDEWALKS OR STEPS.



CITY OF ABERDEEN
DEPARTMENT OF PUBLIC WORKS

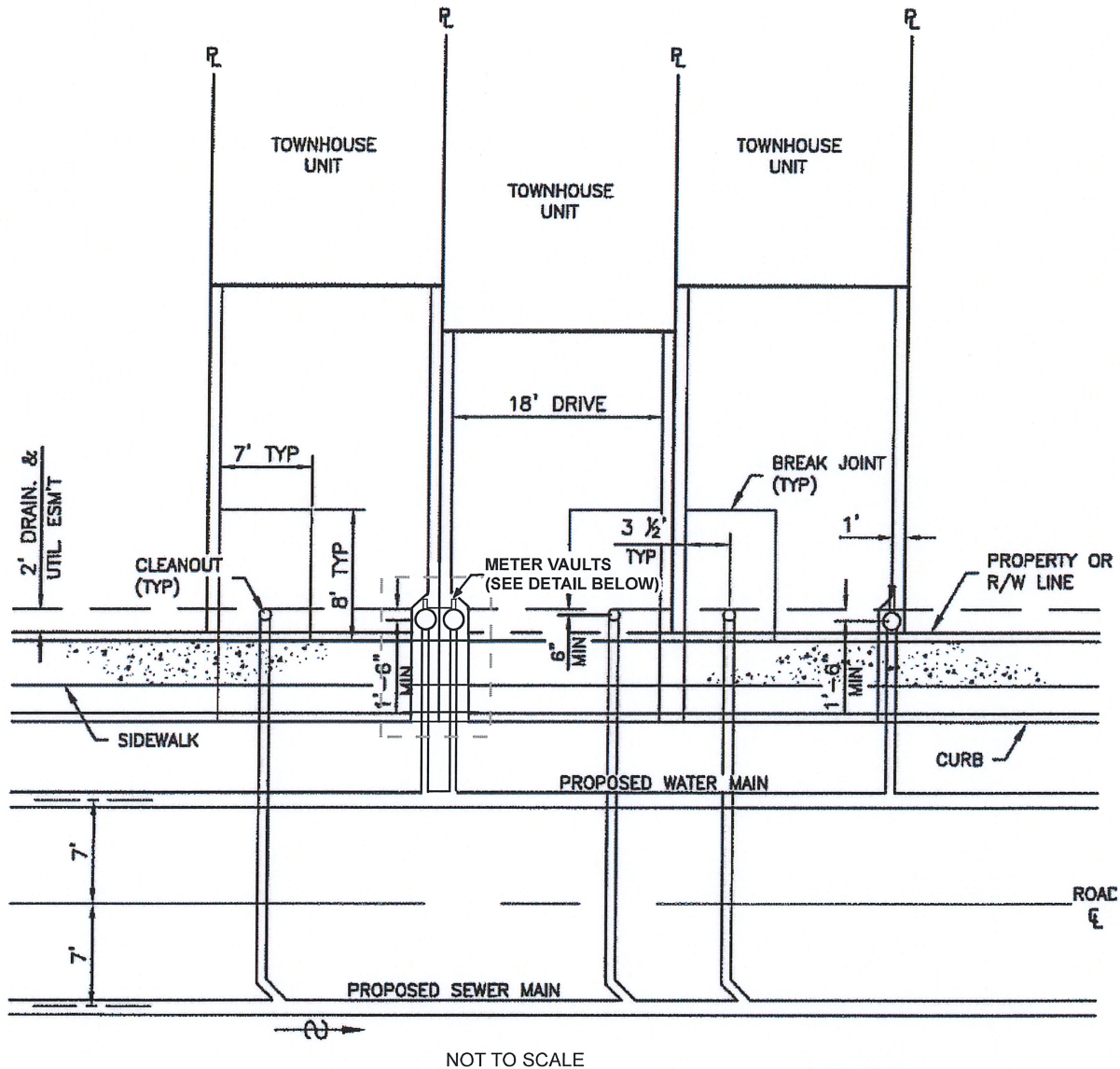
Kyle Jouts

STANDARD WATER DETAILS

WATER AND SEWER SERVICES
FOR TOWNHOUSE LOTS

CITY OF ABERDEEN
ADDENDUM TO
HARFORD COUNTY
STANDARD DETAILS

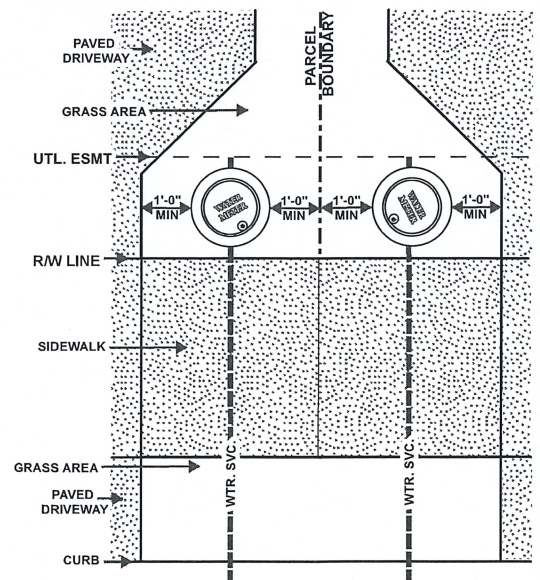
PLATE **G-3**



NOTES:

1. METER VAULTS SHALL NOT BE LOCATED IN DRIVEWAYS, SIDEWALKS OR STEPS. DRIVEWAYS SHALL BE TAPERED AS REQUIRED.
2. METER VAULTS MUST BE ONE (1) FOOT FROM PROPERTY LINE AND ONE (1) FOOT FROM PAVED SURFACES. (SEE DETAIL)
3. METERS TO BE SUPPLIED WITH INDIVIDUAL SERVICE LINES WITH SEPARATE ENCLOSURES. TWIN CONNECTIONS AND SHARED SERVICES NOT PERMITTED IN CITY OF ABERDEEN.
4. ALL CLEANOUTS SHALL USE TRAFFIC BEARING FRAME & COVER PER STD DETAIL S-28.
5. MINIMUM SEPARATION BETWEEN WATER AND SEWER SERVICES IS SEVEN (7) FEET.

DETAIL



CITY OF ABERDEEN
DEPARTMENT OF PUBLIC WORKS

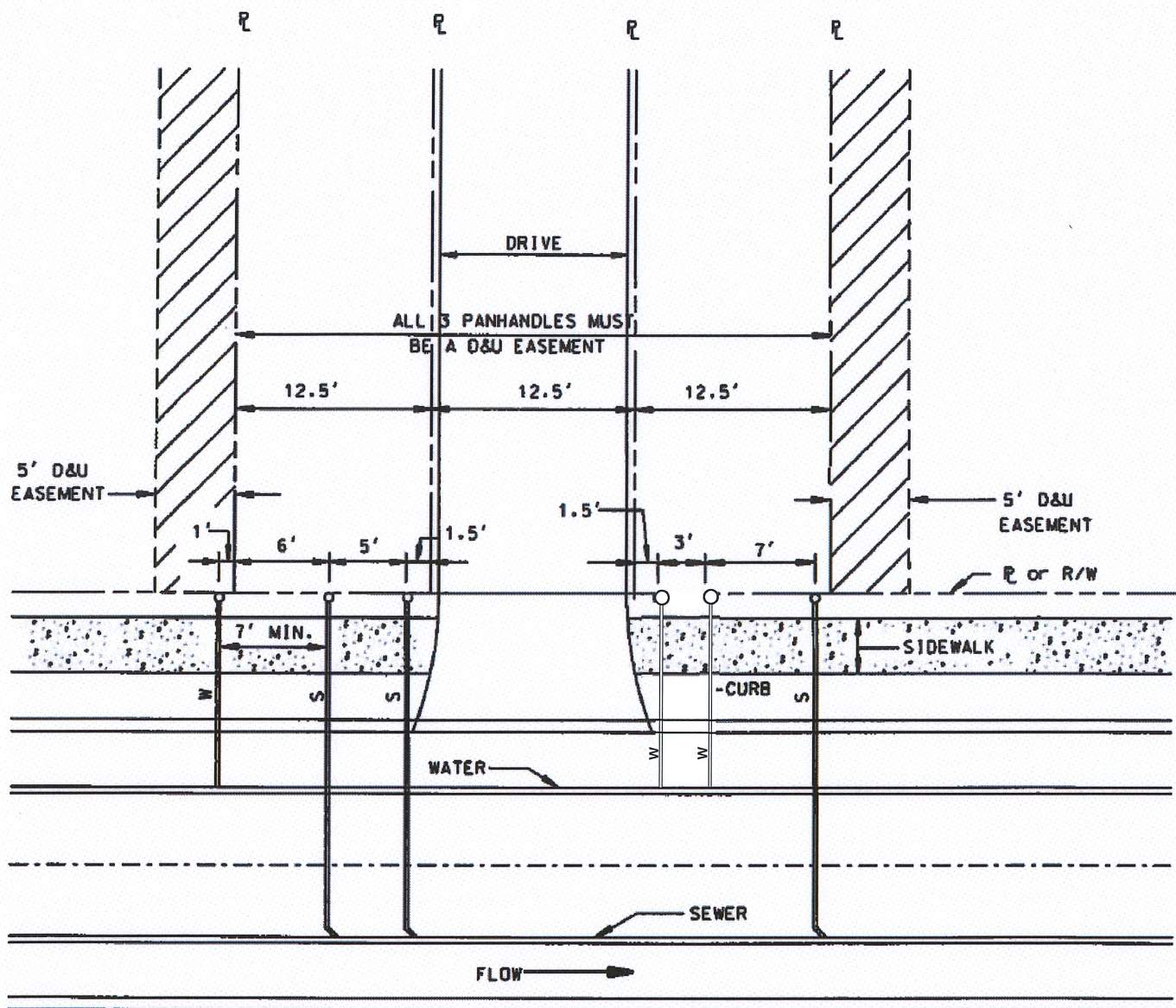
Kyle Jorsts

STANDARD WATER DETAILS

WATER AND SEWER SERVICES
FOR TOWNHOUSE LOTS WITH
7' OR LESS BETWEEN DRIVEWAYS

CITY OF ABERDEEN
ADDENDUM TO
HARFORD COUNTY
STANDARD DETAILS

PLATE **G-3a**



3 PANHANDLE LOTS

NOT TO SCALE

NOTES:

1. METERS TO BE SUPPLIED WITH INDIVIDUAL SERVICE LINES
2. TWIN CONNECTIONS & SHARED SERVICES NOT PERMITTED BY CITY OF ABERDEEN



CITY OF ABERDEEN
DEPARTMENT OF PUBLIC WORKS

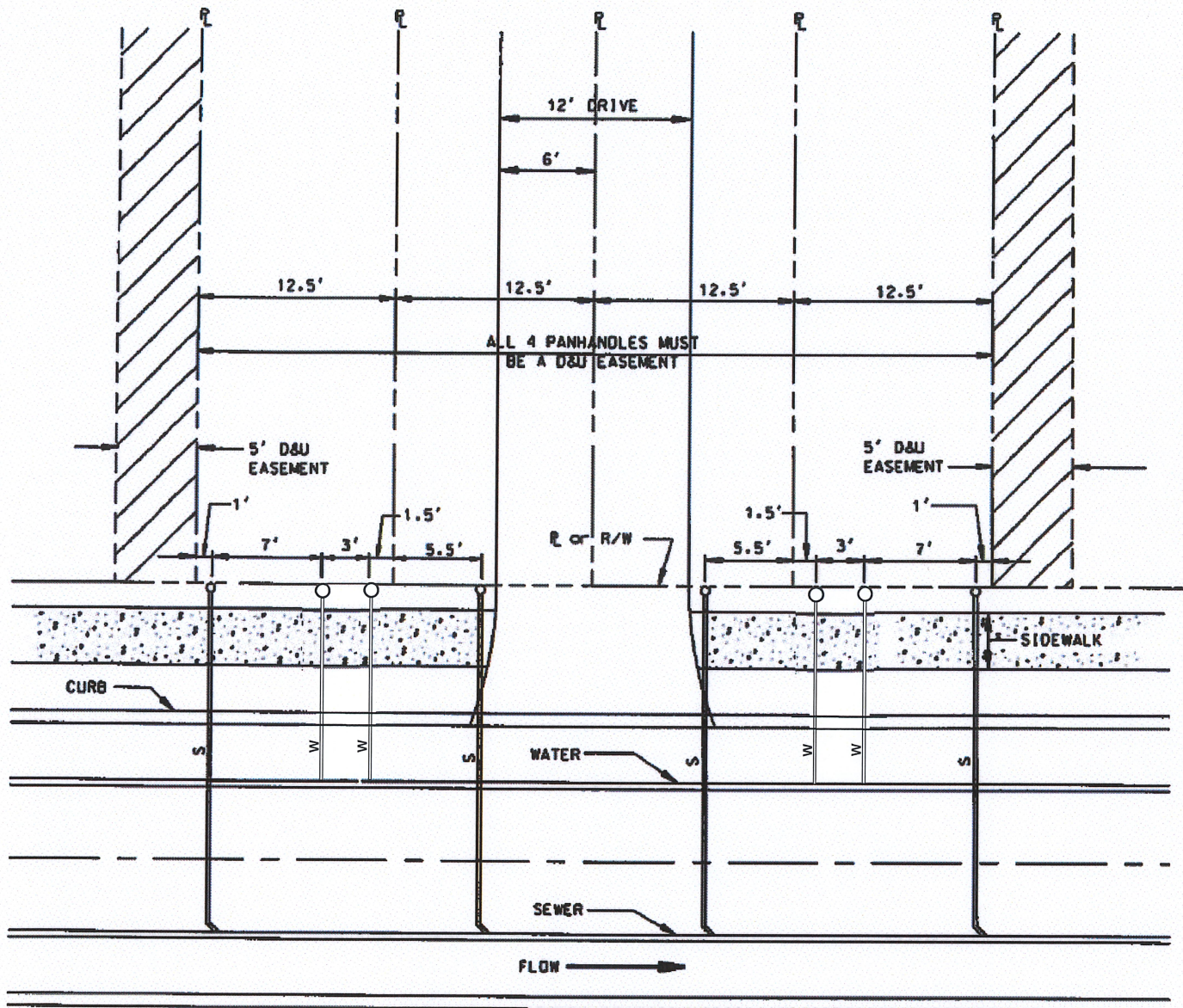
Kyle Torster

STANDARD WATER DETAILS

WATER AND SEWER SERVICES
FOR THREE PANHANDLE LOTS

CITY OF ABERDEEN
ADDENDUM TO
HARFORD COUNTY
STANDARD DETAILS

PLATE **G-5**



4 PANHANDLE LOTS

NOT TO SCALE

NOTES:

1. METERS TO BE SUPPLIED WITH INDIVIDUAL SERVICE LINES
2. TWIN CONNECTIONS & SHARED SERVICES NOT PERMITTED BY CITY OF ABERDEEN



CITY OF ABERDEEN
DEPARTMENT OF PUBLIC WORKS

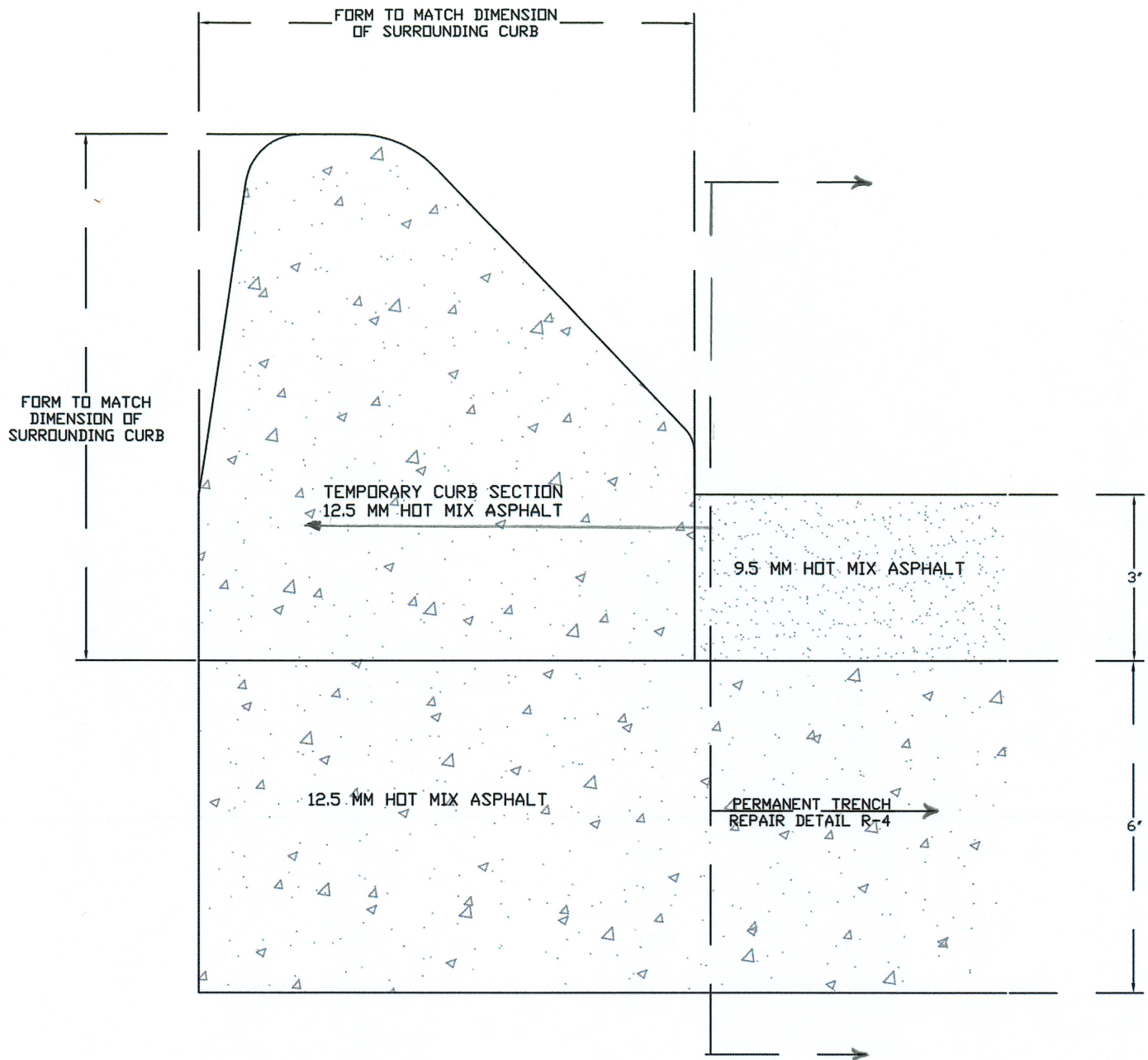
Kyle Torster

STANDARD WATER DETAILS

WATER AND SEWER SERVICES
FOR FOUR PANHANDLE LOTS

CITY OF ABERDEEN
ADDENDUM TO
HARFORD COUNTY
STANDARD DETAILS

PLATE G-6



NOTES:

1. THIS DETAIL FOR USE ONLY IN SPECIFIC SCENARIOS WITH EXPRESSED CITY APPROVAL.
2. TEMPORARY CURB TO BE INSTALLED AS PART OF PERMANENT TRENCH REPAIR DETAIL R-4.
3. THIS METHOD SHALL ONLY BE USED IN PLACE OF CURB THAT WAS REMOVED FOR UTILITY INSTALL.
4. CURB SHALL BE CONSTRUCTED OF 12.5 MM HOT MIX AND FORMED TO MATCH DIMENSIONS OF SURROUNDING CURB.
5. TEMPORARY CURB SECTION (OUTSIDE OF R-4 DETAIL) SHALL BE INSTALLED USING BEST COMPACTED EFFORT.



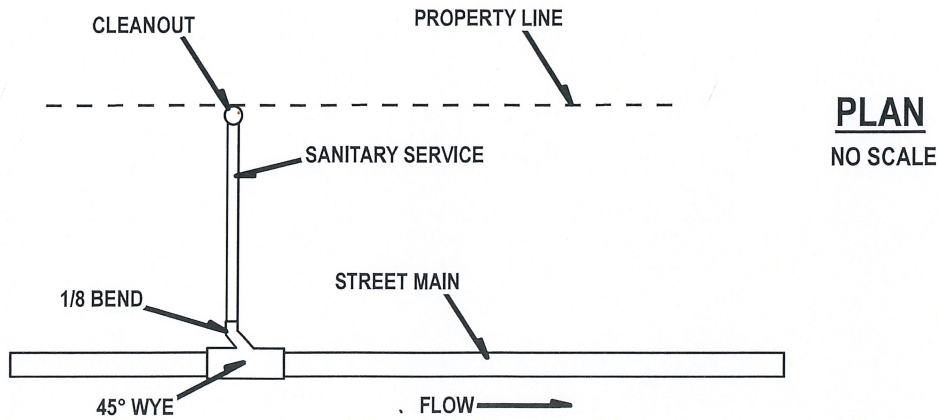
CITY OF ABERDEEN
DEPARTMENT OF PUBLIC WORKS

EWB 5/7/26

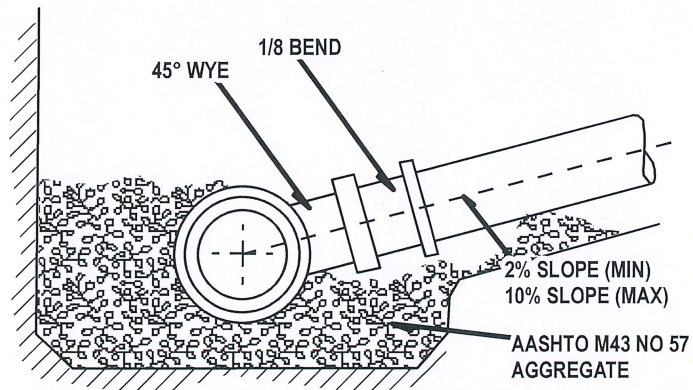
**METHOD OF TEMPORARY
ASPHALT CURB INSTALLATION**

CITY OF ABERDEEN
ADDENDUM TO
HARFORD COUNTY
STANDARD DETAILS

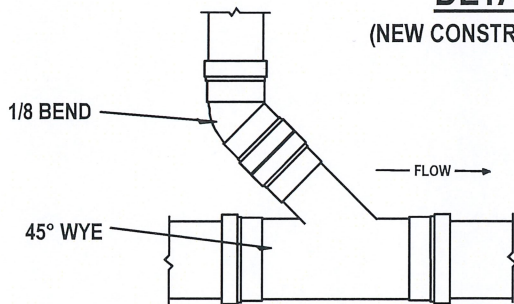
PLATE **S-3a**



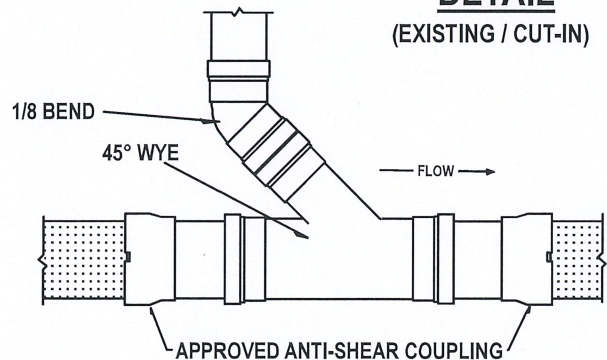
SECTION
NO SCALE



DETAIL
(NEW CONSTRUCTION)



DETAIL
(EXISTING / CUT-IN)



NOTES:

1. WHEN CONNECTING TO EXISTING MAIN, CUT-IN WYE SHALL WITH APPROVED FITTINGS BE USED. SEE DETAIL ABOVE.
2. TRENCH TO BE COMPACTED IN ACCORDANCE WITH STANDARD SPECIFICATIONS.
3. ALL PIPE AND FITTINGS SHALL BE SDR-26 FROM THE WYE ON THE MAIN TO THE CLEAN OUT.
4. CONNECTION TO MAIN MUST BE A WYE CONNECTION ALIGNED WITH DIRECTION OF FLOW. TEE FITTINGS ARE NOT PERMITTED.
5. 90° BENDS ARE NOT PERMITTED. 45° BENDS SHALL BE USED.



CITY OF ABERDEEN
DEPARTMENT OF PUBLIC WORKS

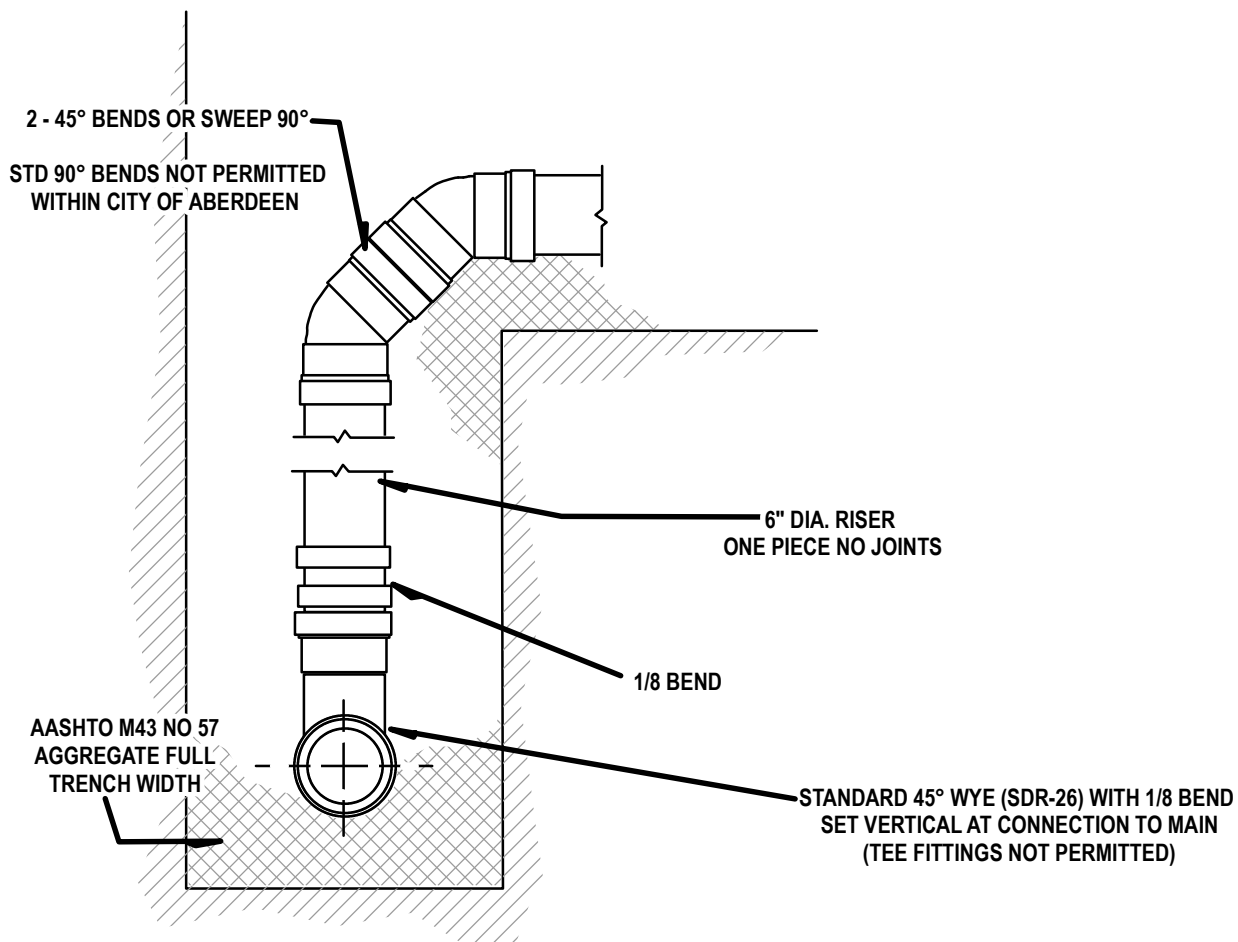
Kyle Joritz

STANDARD SEWER DETAILS

HOUSE SERVICE CONNECTION
AT SEWER MAIN

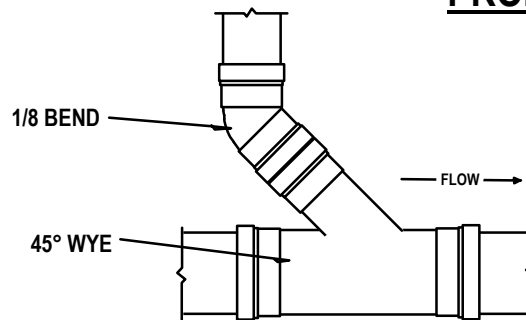
CITY OF ABERDEEN
ADDENDUM TO
HARFORD COUNTY
STANDARD DETAILS

PLATE **S-20**



SECTION

PROFILE



NOTES:

1. VERTICAL DROP CONNECTIONS AT MAIN SHALL ONLY BE USED AS PERMITTED BY THE CITY OF ABERDEEN. (PLATE S-20 SHALL BE THE PRIMARY METHOD USED. PLATE S-21A NOT PERMITTED WITHIN CITY OF ABERDEEN.)
2. TRENCH TO BE COMPACTED IN ACCORDANCE WITH STANDARD SPECIFICATIONS.
3. ALL PIPE AND FITTINGS SHALL BE SDR-26 FROM THE WYE ON THE MAIN TO THE CLEAN OUT.
4. CONNECTION TO MAIN MUST BE A WYE CONNECTION ALIGNED WITH DIRECTION OF FLOW. TEE FITTINGS ARE NOT PERMITTED.
5. STANDARD 90° BENDS ARE NOT PERMITTED. TWO 45° BENDS OR A LONG-SWEEP 90° BEND SHALL BE USED INSTEAD.



CITY OF ABERDEEN
DEPARTMENT OF PUBLIC WORKS

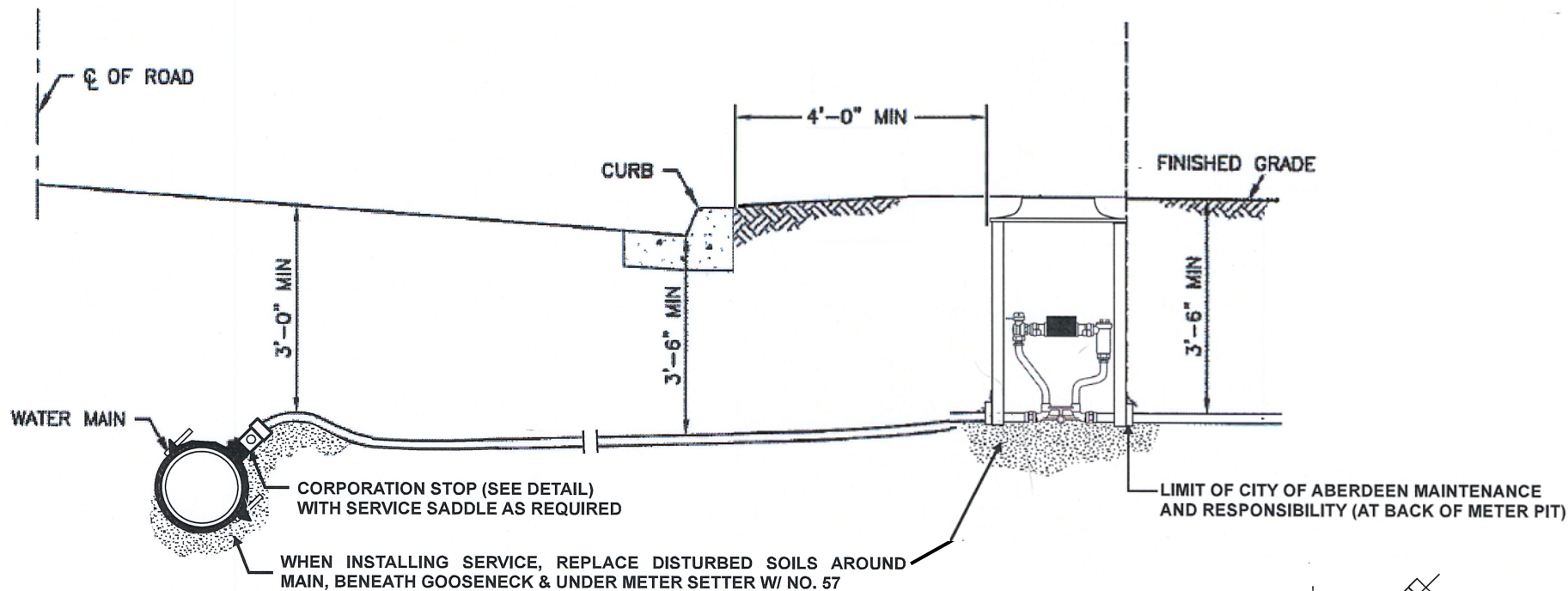
Kyle J. Jost

STANDARD SEWER DETAILS

PVC DROP HOUSE
SERVICE CONNECTION
AT SEWER MAIN

CITY OF ABERDEEN
ADDENDUM TO
HARFORD COUNTY
STANDARD DETAILS

PLATE **S-21**



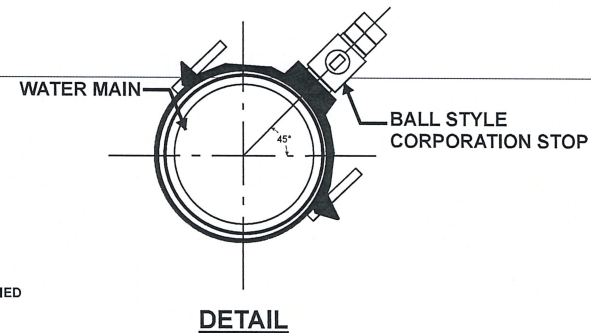
NOTES:

1. MINIMUM PIPE SIZES ARE SPECIFIED
2. ALL BRASS FITTINGS TO BE COMPRESSION TYPE ONLY
3. DIRECT TAPPING OF MAINS IS NOT PERMITTED, APPROVED TAPPING SADDLE AND CORP MUST BE USED
4. METER PIT SHALL NOT BE PLACED IN DRIVEWAYS, STEPS, OR SIDEWALKS
5. SERVICE LINE FROM MAIN TO METER PIT SHALL BE ONE CONTINUOUS PIECE (NO JOINTS)
6. THE LIMIT OF CITY OF ABERDEEN RESPONSIBILITY IS THE METER VAULT

WATER SERVICES FOR TOWNHOUSES AND SINGLE FAMILY LOTS

1" COPPER TUBING FOR SINGLE HOUSE CONNECTIONS
(TWIN HOUSE CONNECTIONS NOT PERMITTED)

1" COPPER TUBING SHALL BE USED UNLESS OTHERWISE SPECIFIED
BY FIRE PROTECTION REQUIREMENTS



**CITY OF ABERDEEN
DEPARTMENT OF PUBLIC WORKS**

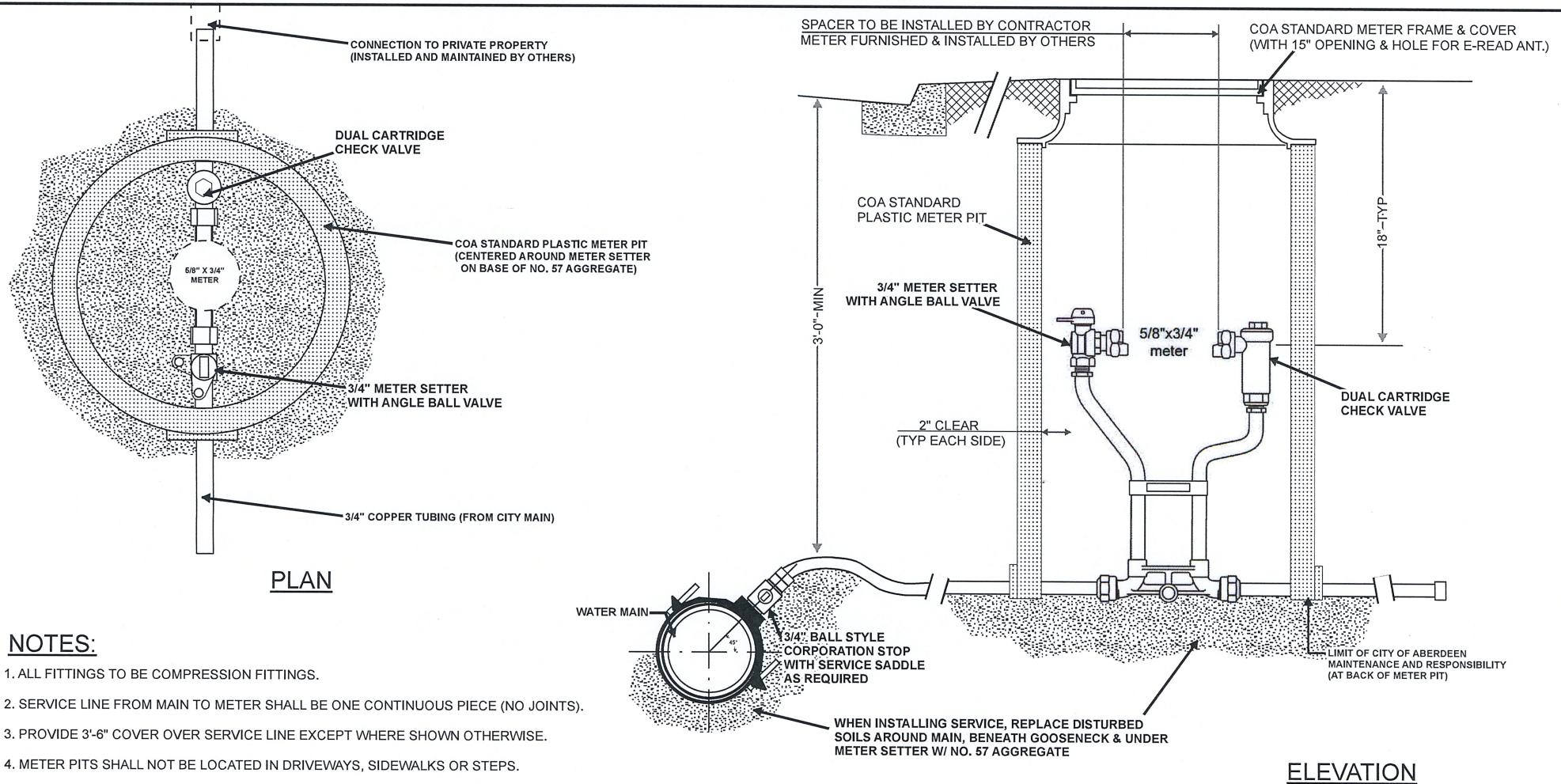
Kyle Jost

STANDARD WATER DETAILS

**STANDARD SERVICE CONNECTION
WITH METER PIT**

**CITY OF ABERDEEN
ADDENDUM TO
HARFORD COUNTY
STANDARD DETAILS**

PLATE **W-17**



**CITY OF ABERDEEN
DEPARTMENT OF PUBLIC WORKS**

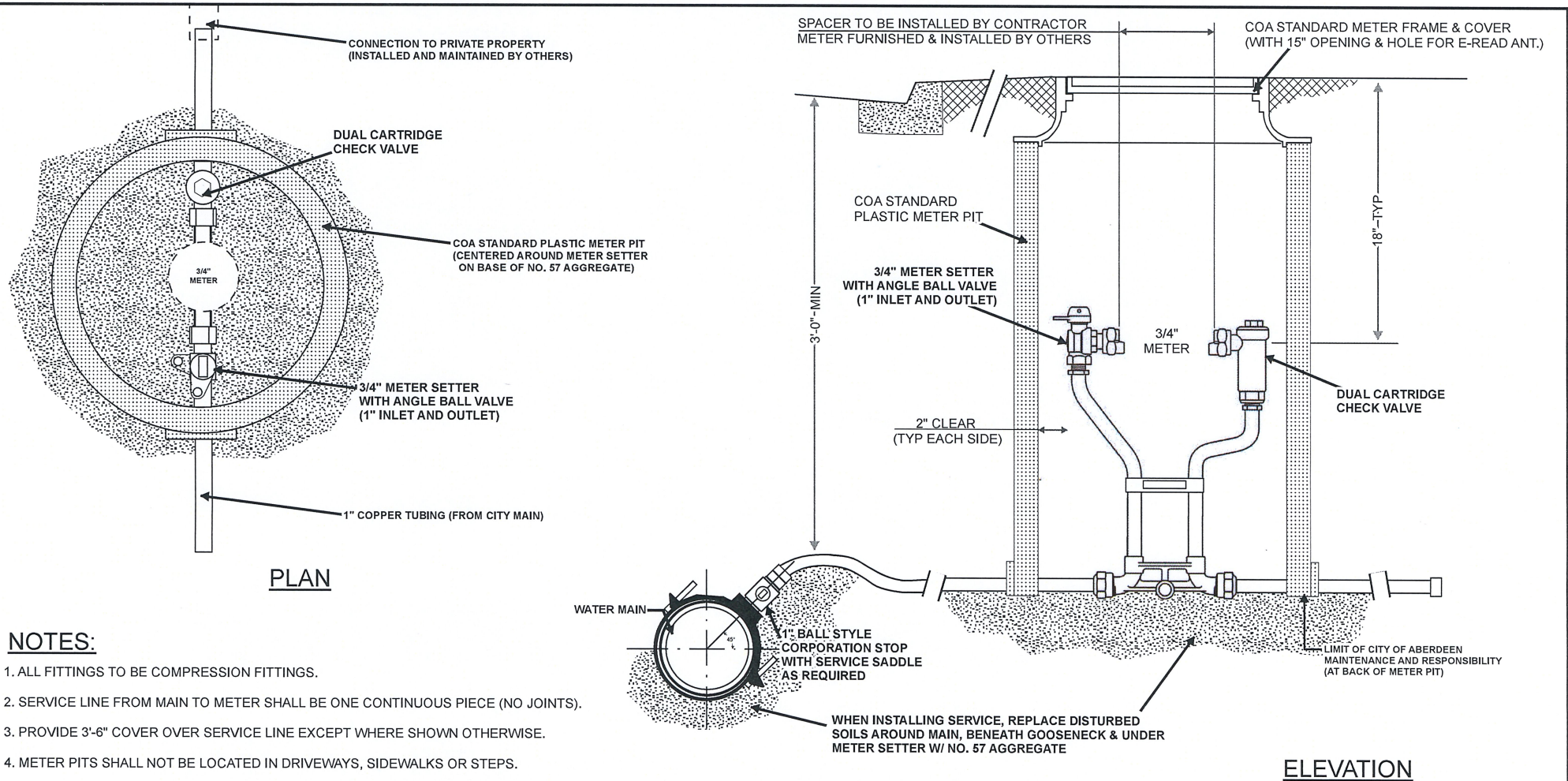
Kyle Jost

STANDARD WATER DETAILS

**OUTSIDE SETTING
3/4" SUPPLY WITH 5/8"X3/4" METER
(DOMESTIC SERVICE WITHOUT SPRINKLER SERVICE)**

**CITY OF ABERDEEN
ADDENDUM TO
HARFORD COUNTY
STANDARD DETAILS**

PLATE **W-18**



NOTES:

1. ALL FITTINGS TO BE COMPRESSION FITTINGS.
2. SERVICE LINE FROM MAIN TO METER SHALL BE ONE CONTINUOUS PIECE (NO JOINTS).
3. PROVIDE 3'-6" COVER OVER SERVICE LINE EXCEPT WHERE SHOWN OTHERWISE.
4. METER PITS SHALL NOT BE LOCATED IN DRIVEWAYS, SIDEWALKS OR STEPS.
5. THE LIMIT OF CITY OF ABERDEEN RESPONSIBILITY IS AT THE BACK OF THE METER PIT.
6. SPRINKLER SYSTEM REQUIREMENTS DETERMINED BY FIRE PROTECTION PROFESSIONAL.



**CITY OF ABERDEEN
DEPARTMENT OF PUBLIC WORKS**

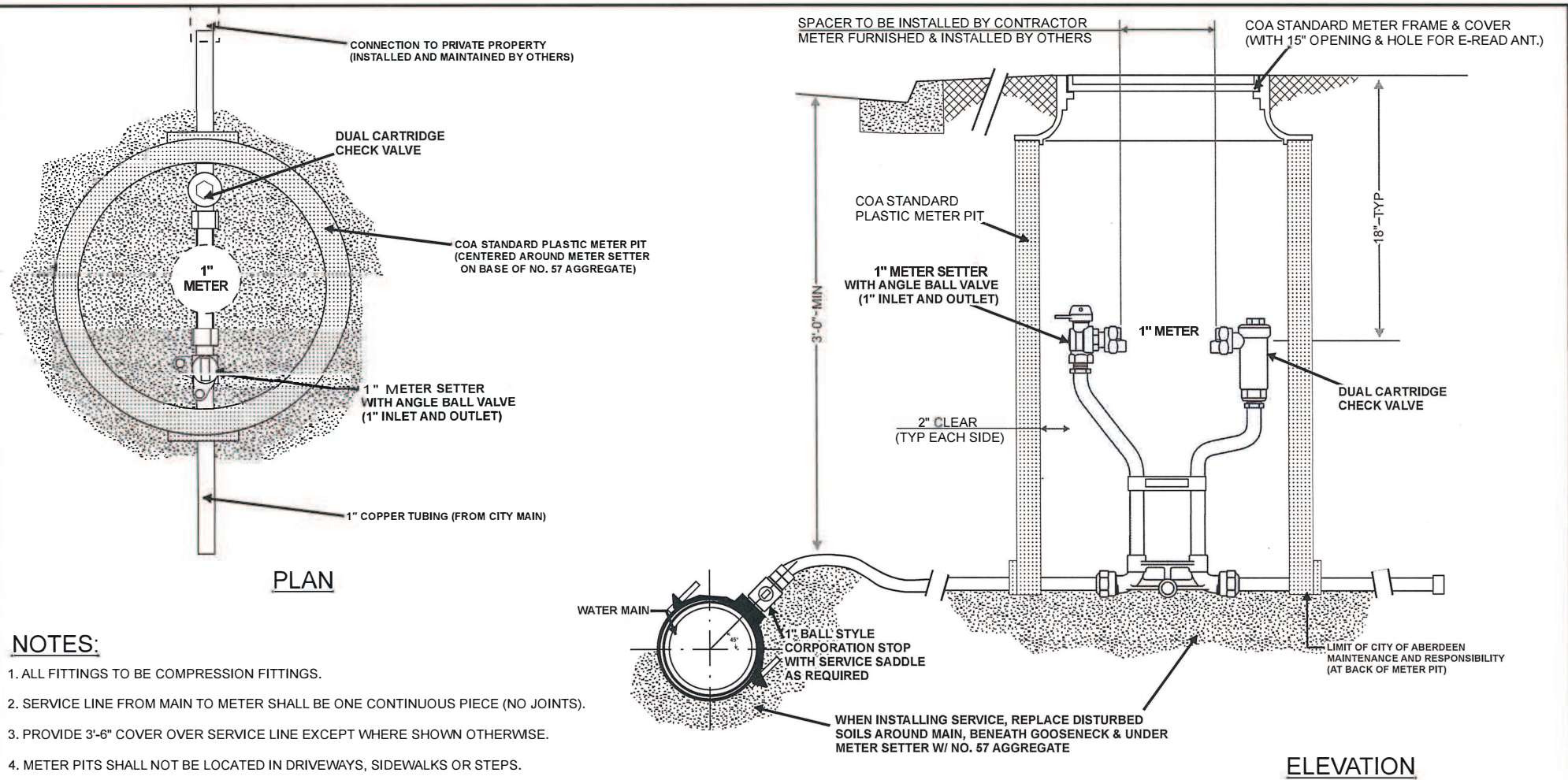
Kyle Jouts

STANDARD WATER DETAILS

**OUTSIDE SETTING
1" SUPPLY WITH 3/4" METER
(DOMESTIC SERVICE WITH SPRINKLER SERVICE)**

**CITY OF ABERDEEN
ADDENDUM TO
HARFORD COUNTY
STANDARD DETAILS**

PLATE **W-19**



NOTES:

1. ALL FITTINGS TO BE COMPRESSION FITTINGS.
2. SERVICE LINE FROM MAIN TO METER SHALL BE ONE CONTINUOUS PIECE (NO JOINTS).
3. PROVIDE 3'-6" COVER OVER SERVICE LINE EXCEPT WHERE SHOWN OTHERWISE.
4. METER PITS SHALL NOT BE LOCATED IN DRIVEWAYS, SIDEWALKS OR STEPS.
5. THE LIMIT OF CITY OF ABERDEEN RESPONSIBILITY IS AT THE BACK OF THE METER PIT.
6. SPRINKLER SYSTEM REQUIREMENTS DETERMINED BY FIRE PROTECTION PROFESSIONAL.



**CITY OF ABERDEEN
DEPARTMENT OF PUBLIC WORKS**

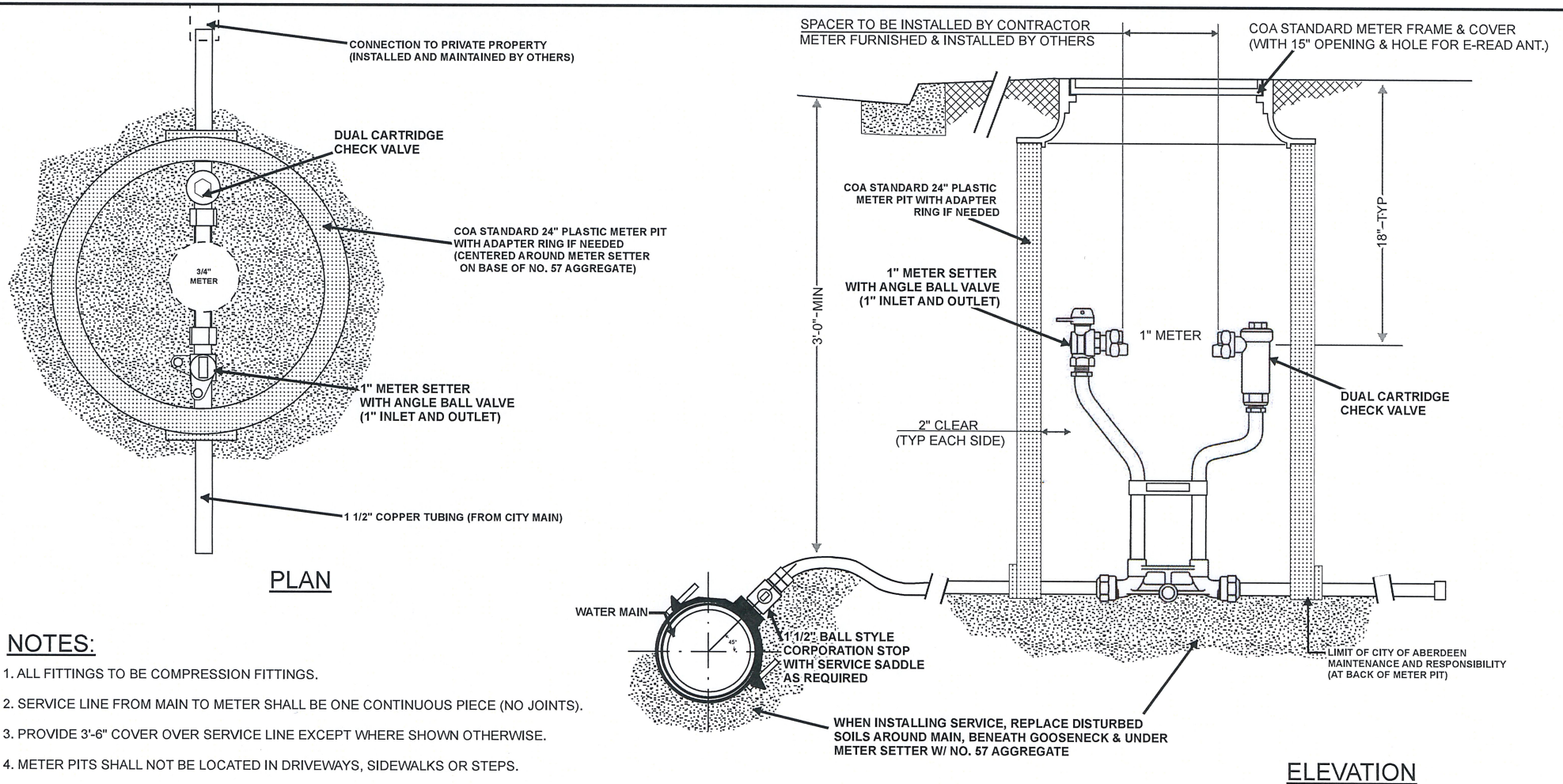
Kyle Jouts

STANDARD WATER DETAILS

**OUTSIDE SETTING
1" SUPPLY WITH 1" METER
(DOMESTIC SERVICE WITH SPRINKLER SERVICE)**

**CITY OF ABERDEEN
ADDENDUM TO
HARFORD COUNTY
STANDARD DETAILS**

PLATE **W-19A**



NOTES:

1. ALL FITTINGS TO BE COMPRESSION FITTINGS.
2. SERVICE LINE FROM MAIN TO METER SHALL BE ONE CONTINUOUS PIECE (NO JOINTS).
3. PROVIDE 3'-6" COVER OVER SERVICE LINE EXCEPT WHERE SHOWN OTHERWISE.
4. METER PITS SHALL NOT BE LOCATED IN DRIVEWAYS, SIDEWALKS OR STEPS.
5. THE LIMIT OF CITY OF ABERDEEN RESPONSIBILITY IS AT THE BACK OF THE METER PIT.
6. SPRINKLER SYSTEM REQUIREMENTS DETERMINED BY FIRE PROTECTION PROFESSIONAL.



**CITY OF ABERDEEN
DEPARTMENT OF PUBLIC WORKS**

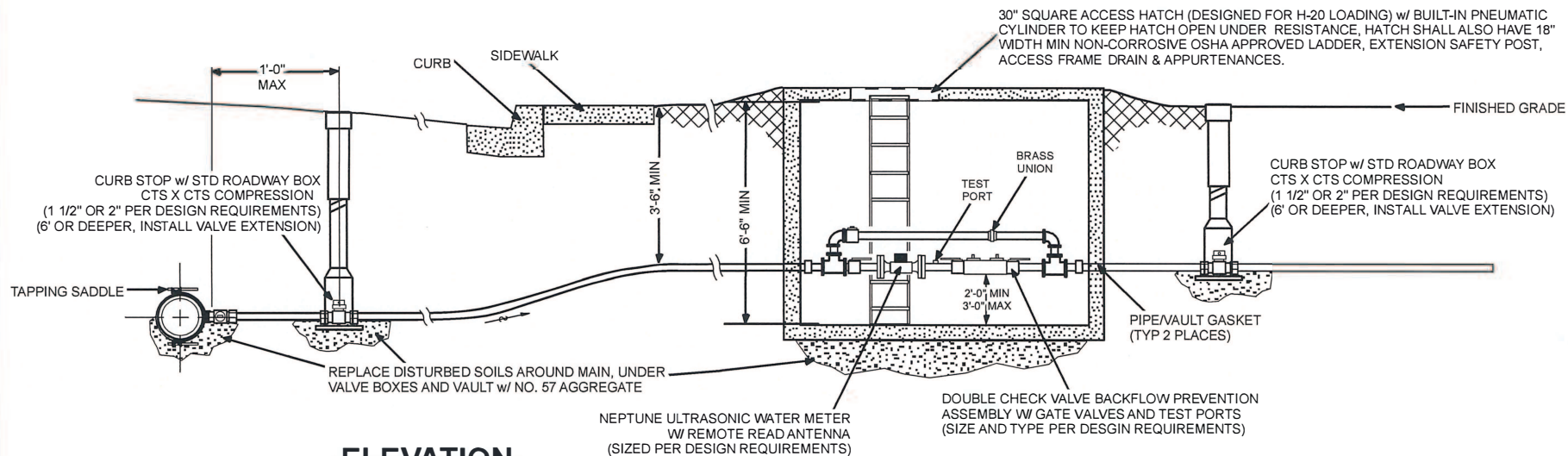
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STANDARD WATER DETAILS

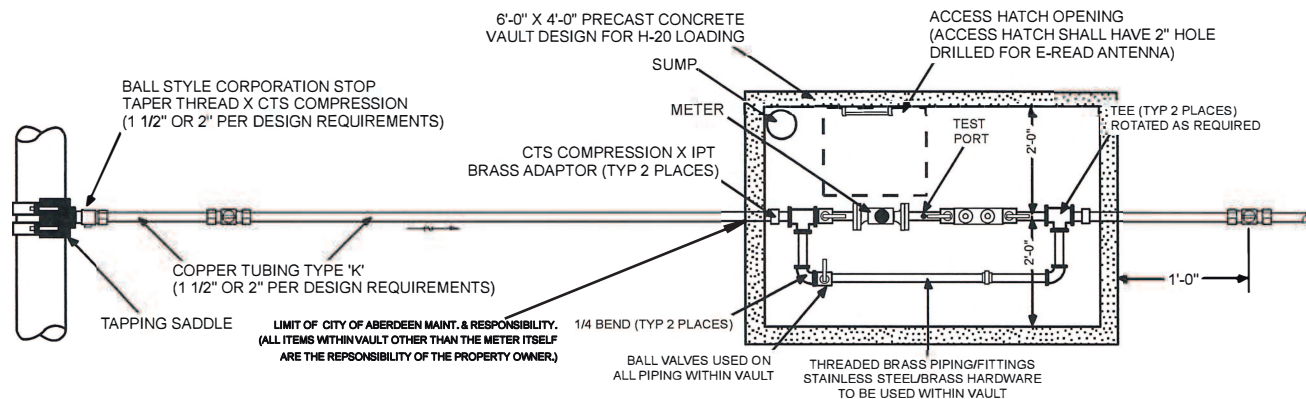
**OUTSIDE SETTING
1 1/2" SUPPLY WITH 1" METER
(DOMESTIC SERVICE WITH SPRINKLER SERVICE)**

**CITY OF ABERDEEN
ADDENDUM TO
HARFORD COUNTY
STANDARD DETAILS**

PLATE **W-22**



ELEVATION



PLAN

NOTES:

1. PERMANENT BRICK, CONCRETE OR APPROVED PRECAST PIPE SUPPORTS (NOT SHOWN) TO BE PLACED UNDER ALL FLANGED FITTINGS AND AS DIRECTED BY THE CITY OR COUNTY.
2. ALL FITTINGS AND PIPE WITHIN VAULT SHALL BE BRASS WITH APPROPRIATE ADAPTORS
3. SET VAULT ON A LEVELING COURSE OF AASHTO M43 SIZE 57 AGGREGATE
4. PROVIDE POSITIVE DRAINAGE AWAY FROM VAULT.
5. SIMILAR DESIGN OF PIPING AND EQUIPMENT FOR COMMERCIAL INTERIOR BUILDING INSTALLATIONS.
6. TYPE 'K' COPPER TUBING SHALL BE CONTINUOUS BETWEEN MAIN, VALVE AND VAULT, ETC. USING SPECIFICALLY ORDERED MAXIMUM AVAILABLE LENGTHS.
7. SUMP SHALL HAVE AN 8" MINIMUM DIAMETER AND A 4" MINIMUM DEPTH.
8. SOLDERED COPPER JOINTS ARE PROHIBITED.
9. PRIOR TO ORDERING THE METER, VAULT AND BACKFLOW PREVENTER, THE CONTRACTOR SHALL MEET WITH CITY AND COUNTY PERSONNEL TO DISCUSS INSTALLATION REQUIREMENTS.
10. THE EXTERIOR OF THE CONCRETE VAULT SHALL HAVE A FACTORY APPLIED BITUMINOUS COATING.



**CITY OF ABERDEEN
DEPARTMENT OF PUBLIC WORKS**

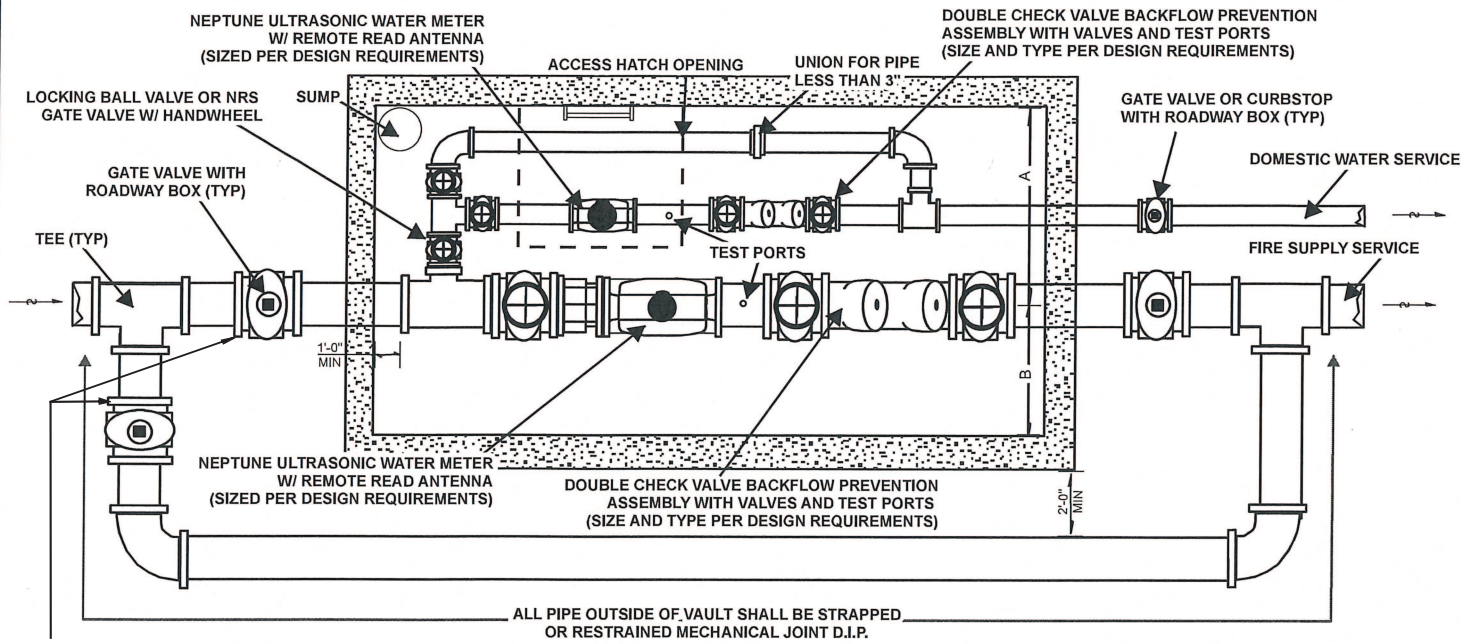
Kyle Jorsten

STANDARD WATER DETAILS

**OUTSIDE SETTING
1 1/2" AND 2" METERED SERVICE**

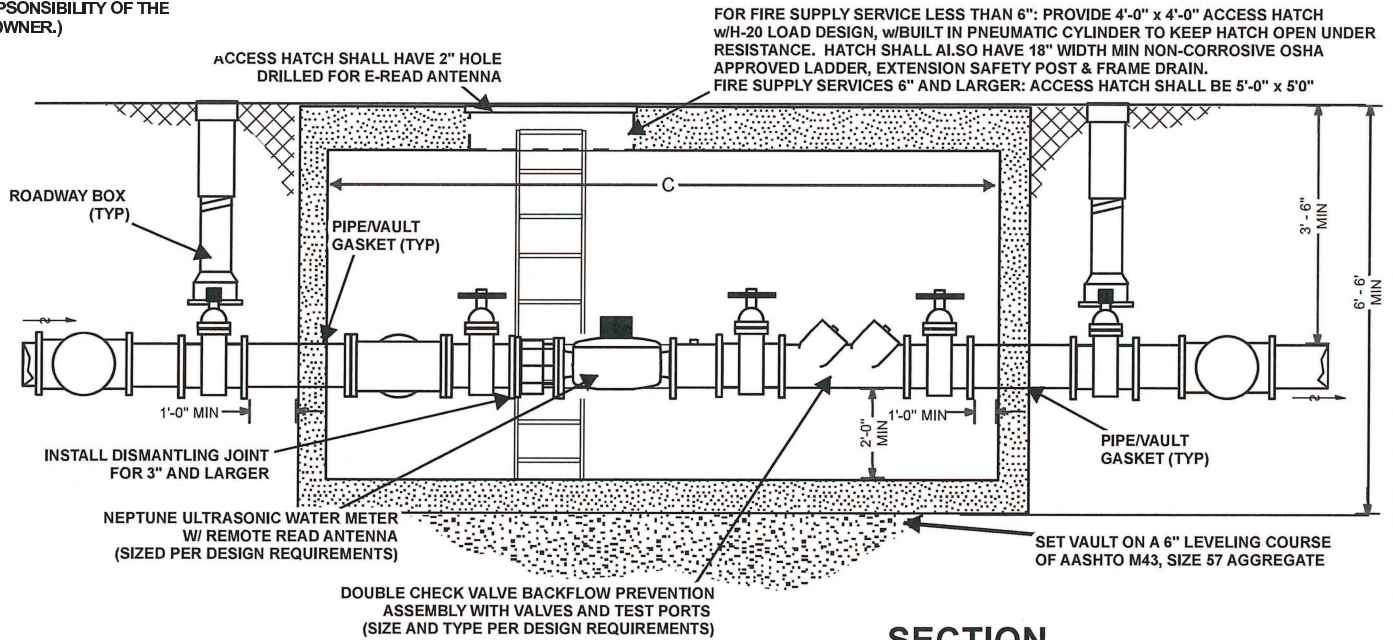
**CITY OF ABERDEEN
ADDENDUM TO
HARFORD COUNTY
STANDARD DETAILS**

PLATE W-23



PLAN

LIMIT OF CITY OF ABERDEEN MAINT. & RESPONSIBILITY. (ALL ITEMS WITHIN VAULT OTHER THAN THE METER ITSELF ARE THE RESPONSIBILITY OF THE PROPERTY OWNER.)



SECTION

NOTES:

- PERMANENT BRICK, CONCRETE OR APPROVED PRECAST PIPE SUPPORTS (NOT SHOWN) TO BE PLACED UNDER ALL FLANGED FITTINGS AND AS DIRECTED BY CITY AND COUNTY.
- LOADS: LL = AASHTO H-20, D.L = EARTH @ 110 LBS PER CU FT AND 42 LBS PER CU FT EQUIVALENT FLUID PRESSURE. CONCRETE AND REINFORCING SHALL CONFORM TO STANDARD SPECIFICATIONS.
- PROVIDE POSITIVE DRAINAGE AWAY FROM VAULT.
- FOR INTERIOR COMMERCIAL INSTALLATION, A REDUCED PRESSURE DETECTOR BACKFLOW PREVENTION ASSEMBLY MAY BE REQUIRED.
- ALL PIPE WITHIN THE VAULT SHALL BE FLANGED. FLANGES AND METERS SHALL RECEIVE STAINLESS STEEL BOLTS AND BRASS NUTS.
- ALL FITTINGS TO BE BRASS OR DUCTILE IRON.
- SUMP SHALL HAVE AN 8" MIN DIA AND A 4" MIN DEPTH.
- PRIOR TO ORDERING THE METER AND BACKFLOW PREVENTER, THE CONTRACTOR SHALL MEET WITH CITY AND COUNTY PERSONNEL TO DISCUSS THE INSTALLATION REQUIREMENTS.
- THE EXTERIOR OF THE CONCRETE VAULT SHALL HAVE A FACTORY APPLIED BITUMINOUS COATING.

FIRE SERVICE BACKFLOW PREVENTER SIZE	A	B	C
3"	72	42	132
4"	73	42	144
6"	74	52	168
8"	78	54	192
10"	78	54	222



CITY OF ABERDEEN
DEPARTMENT OF PUBLIC WORKS

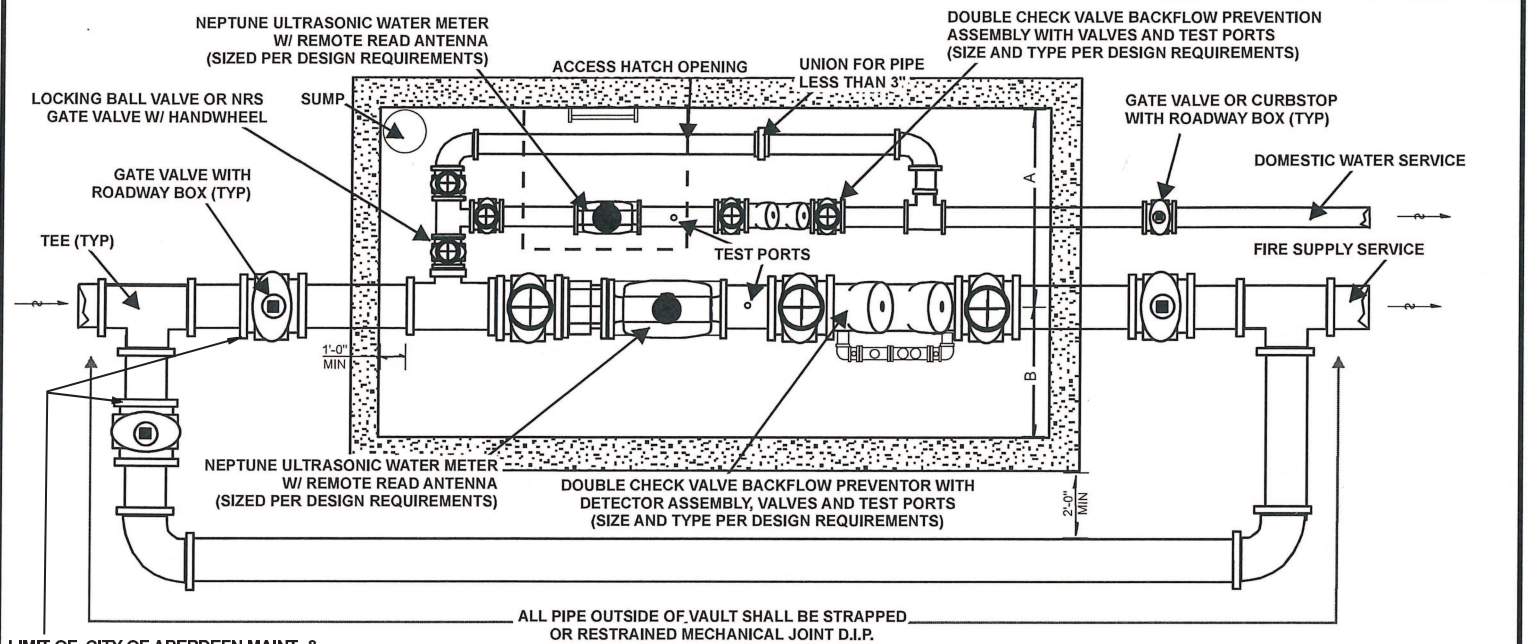
Kyle Josts

STANDARD WATER DETAILS

OPEN SYSTEM
DOMESTIC WATER SERVICE
WITH FIRE SUPPLY

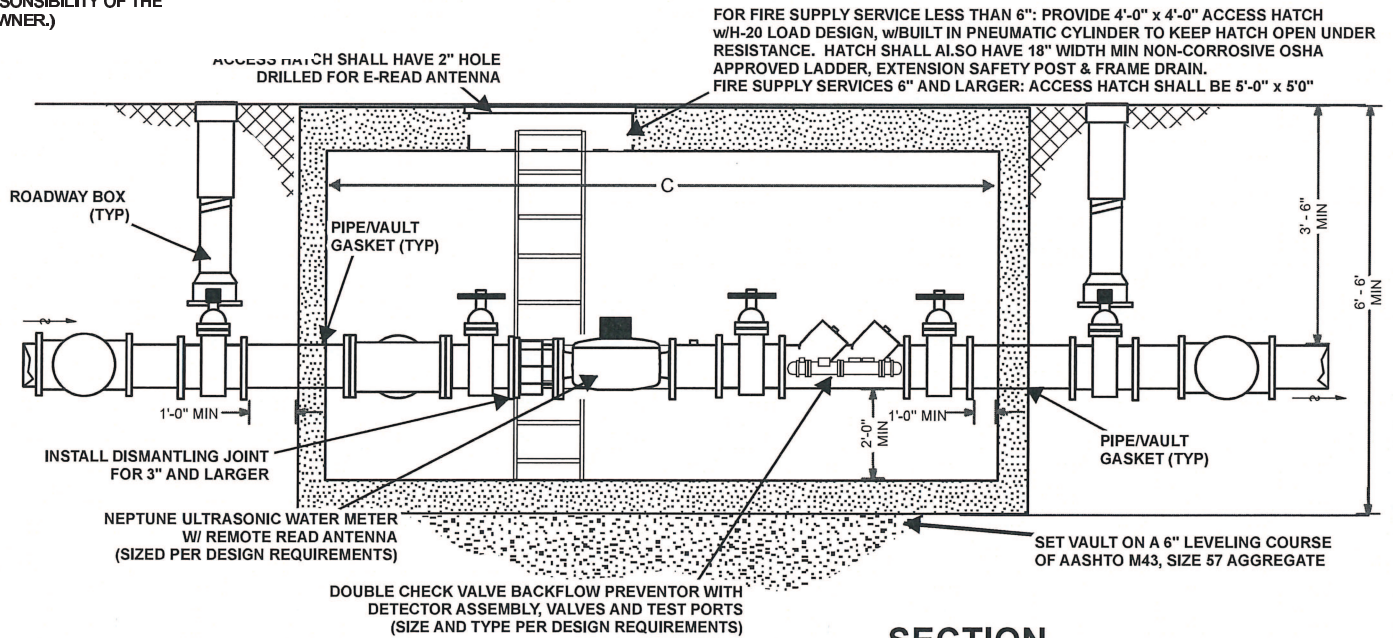
CITY OF ABERDEEN
ADDENDUM TO
HARFORD COUNTY
STANDARD DETAILS

PLATE **W-24a**



PLAN

LIMIT OF CITY OF ABERDEEN MAINT. & RESPONSIBILITY. (ALL ITEMS WITHIN VAULT OTHER THAN THE METER ITSELF ARE THE RESPONSIBILITY OF THE PROPERTY OWNER.)



SECTION

NOTES:

1. PERMANENT BRICK, CONCRETE OR APPROVED PRECAST PIPE SUPPORTS (NOT SHOWN) TO BE PLACED UNDER ALL FLANGED FITTINGS AND AS DIRECTED BY CITY AND COUNTY.
2. LOADS: LL = AASHTO H-20, D.L = EARTH @ 110 LBS PER CU FT AND 42 LBS PER CU FT EQUIVALENT FLUID PRESSURE. CONCRETE AND REINFORCING SHALL CONFORM TO STANDARD SPECIFICATIONS.
3. PROVIDE POSITIVE DRAINAGE AWAY FROM VAULT.
4. FOR INTERIOR COMMERCIAL INSTALLATION, A REDUCED PRESSURE DETECTOR BACKFLOW PREVENTION ASSEMBLY MAY BE REQUIRED.
5. ALL PIPE WITHIN THE VAULT SHALL BE FLANGED. FLANGES AND METERS SHALL RECEIVE STAINLESS STEEL BOLTS AND BRASS NUTS.
6. ALL FITTINGS TO BE BRASS OR DUCTILE IRON.
7. SUMP SHALL HAVE AN 8" MIN DIA AND A 4" MIN DEPTH.
8. PRIOR TO ORDERING THE METER AND BACKFLOW PREVENTER, THE CONTRACTOR SHALL MEET WITH CITY AND COUNTY PERSONNEL TO DISCUSS THE INSTALLATION REQUIREMENTS.
9. THE EXTERIOR OF THE CONCRETE VAULT SHALL HAVE A FACTORY APPLIED BITUMINOUS COATING.

FIRE SERVICE BACKFLOW PREVENTER SIZE	A	B	C
3"	72	42	132
4"	73	42	144
6"	74	52	168
8"	78	54	192
10"	78	54	222



CITY OF ABERDEEN
DEPARTMENT OF PUBLIC WORKS

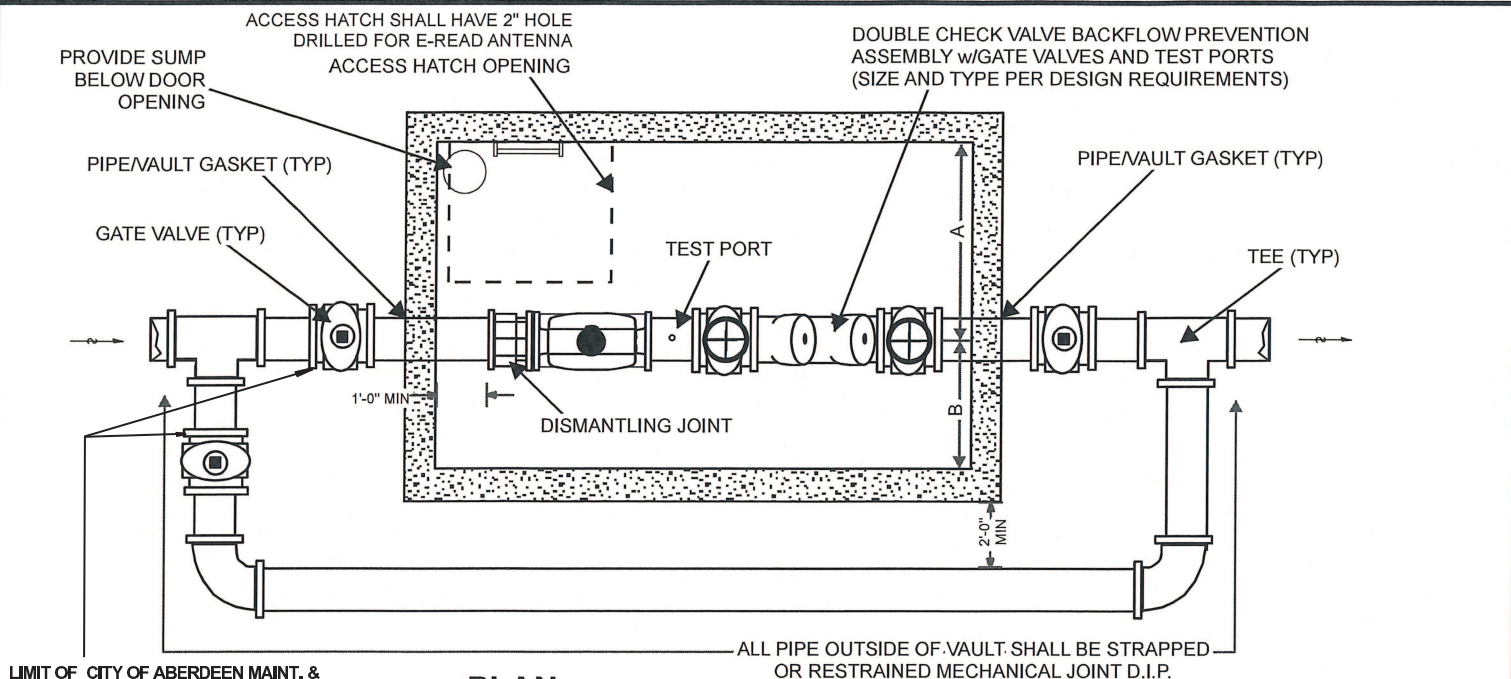
Kyle Jones

STANDARD WATER DETAILS

CLOSED SYSTEM
DOMESTIC WATER SERVICE
WITH FIRE SUPPLY

CITY OF ABERDEEN
ADDENDUM TO
HARFORD COUNTY
STANDARD DETAILS

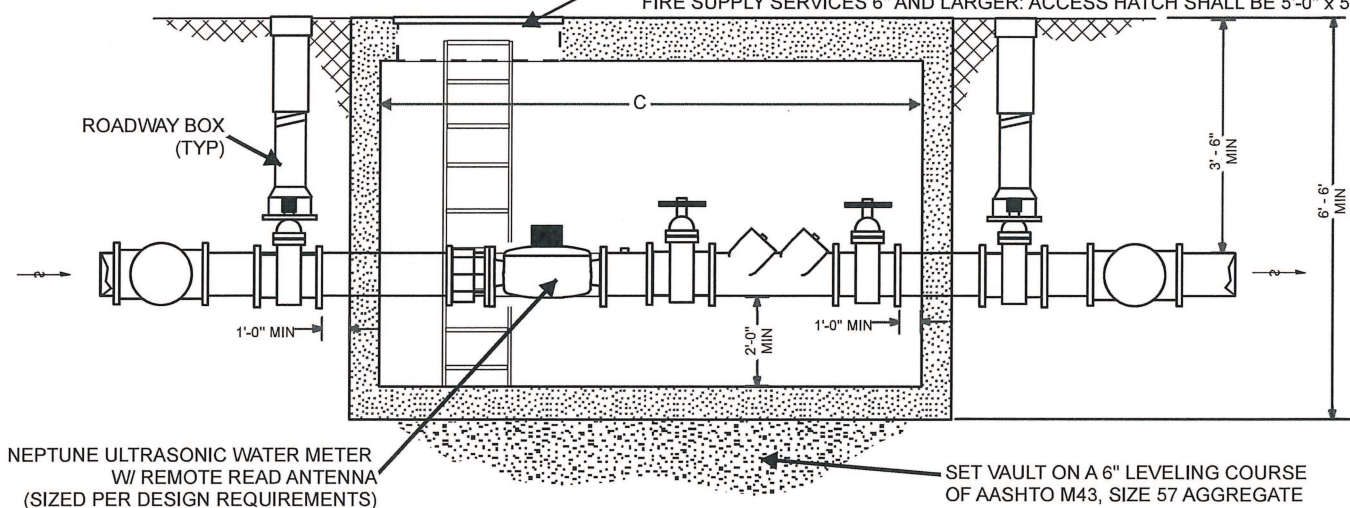
PLATE **W-24b**



LIMIT OF CITY OF ABERDEEN MAINT. & RESPONSIBILITY. (ALL ITEMS WITHIN VAULT OTHER THAN THE METER ITSELF ARE THE RESPONSIBILITY OF THE PROPERTY OWNER.)

PLAN

FOR FIRE SUPPLY SERVICE LESS THAN 6": PROVIDE 4'-0" x 4'-0" ACCESS HATCH w/H-20 LOAD DESIGN, w/BUILT IN PNEUMATIC CYLINDER TO KEEP HATCH OPEN UNDER RESISTANCE. HATCH SHALL ALSO HAVE 18" WIDTH MIN NON-CORROSIVE OSHA APPROVED LADDER, EXTENSION SAFETY POST & FRAME DRAIN. FIRE SUPPLY SERVICES 6" AND LARGER: ACCESS HATCH SHALL BE 5'-0" x 5'-0"

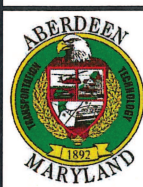


SECTION

NOTES:

1. PERMANENT BRICK, CONCRETE OR APPROVED PRECAST PIPE SUPPORTS (NOT SHOWN) TO BE PLACED UNDER ALL FLANGED FITTINGS AND AS DIRECTED BY CITY AND COUNTY.
2. LOADS: LL = AASHTO H-20, D.L = EARTH @ 110 LBS PER CU FT AND 42 LBS PER CU FT EQUIVALENT FLUID PRESSURE. CONCRETE AND REINFORCING SHALL CONFORM TO STANDARD SPECIFICATIONS.
3. PROVIDE POSITIVE DRAINAGE AWAY FROM VAULT.
4. FOR INTERIOR COMMERCIAL INSTALLATION, A REDUCED PRESSURE BACKFLOW PREVENTION ASSEMBLY MAY BE REQUIRED.
5. ALL PIPE WITHIN THE VAULT SHALL BE FLANGED.
6. ALL FLANGES AND METERS SHALL RECEIVE STAINLESS STEEL BOLTS AND BRASS NUTS.
7. SUMP SHALL HAVE AN 8" MIN DIA AND A 4" MIN DEPTH.
8. PRIOR TO ORDERING THE METER AND BACKFLOW PREVENTER, THE CONTRACTOR SHALL MEET WITH CITY AND COUNTY PERSONNEL TO DISCUSS THE INSTALLATION REQUIREMENTS.
9. THE EXTERIOR OF THE CONCRETE VAULT SHALL HAVE A FACTORY APPLIED BITUMINOUS COATING.

BACKFLOW PREVENTER SIZE	A	B	C
3"	48	30	108
4"	47	37	120
6"	56	40	144
8"	60	42	168
10"	66	42	192
12"	66	42	192



**CITY OF ABERDEEN
DEPARTMENT OF PUBLIC WORKS**

Kyle Jorsts

STANDARD WATER DETAILS

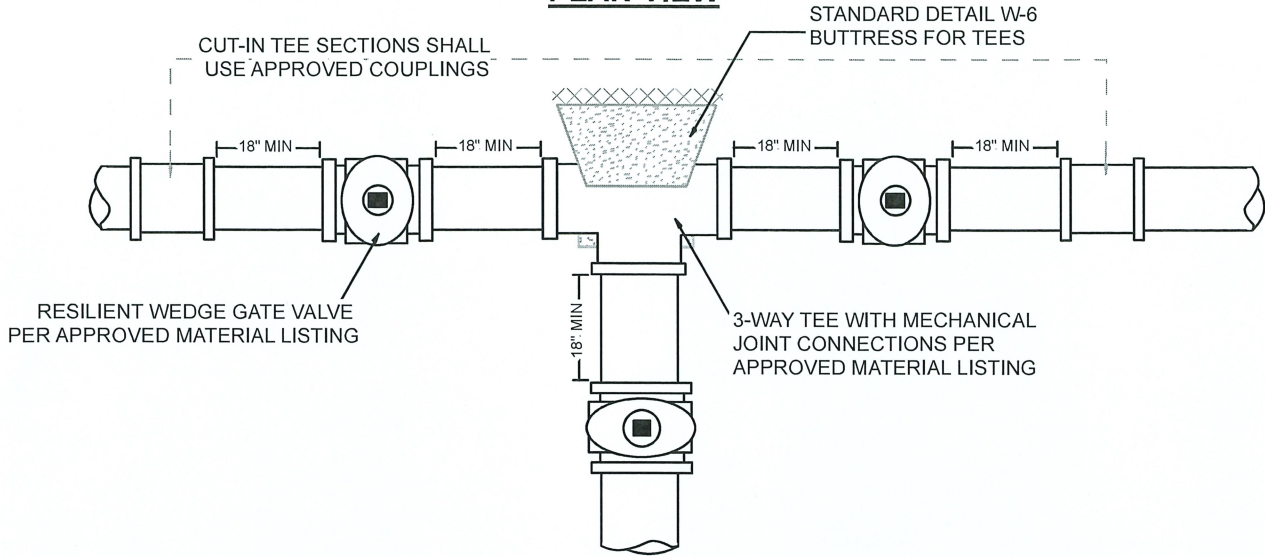
**STANDARD INSTALLATION FOR
3" THRU 10" COMBINED
FIRE AND DOMESTIC SERVICE**

**CITY OF ABERDEEN
ADDENDUM TO
HARFORD COUNTY
STANDARD DETAILS**

PLATE W-25

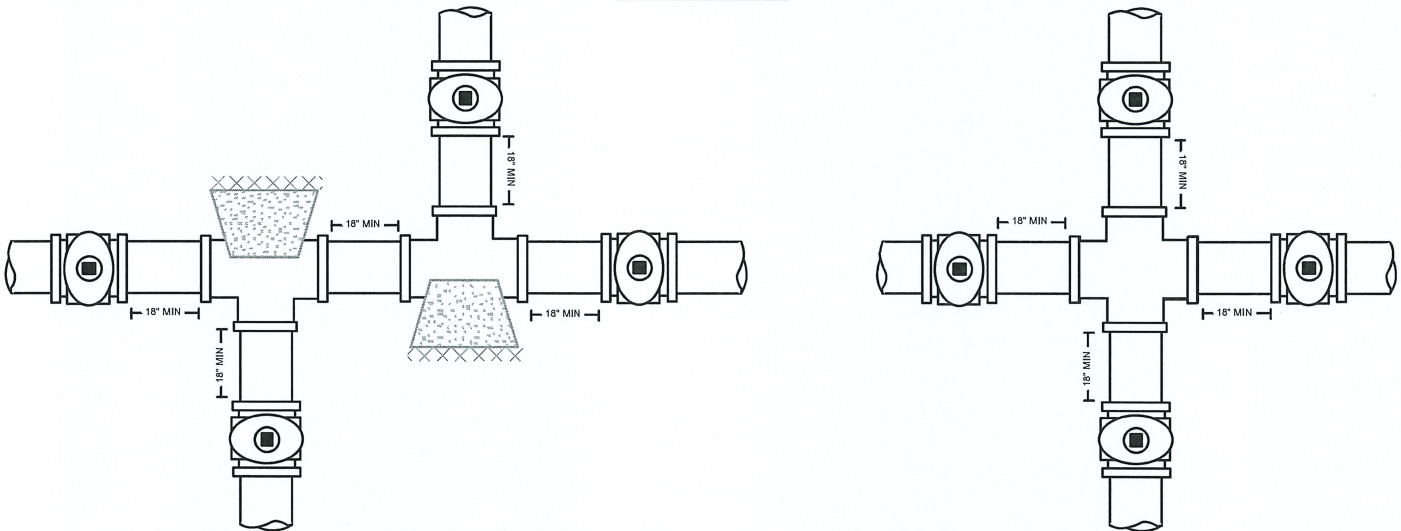
3-WAY WATER LINE INTERSECTION VALVE & TEE CONFIGURATION

PLAN VIEW



4-WAY WATER LINE INTERSECTION VALVE & TEE / CROSS CONFIGURATIONS

PLAN VIEW



NOTES:

1. ALL WATER LINE INTERSECTIONS (TEES & CROSSES) SHALL BE INSTALLED WITH VALVES ON EACH SIDE OF THE BRANCH FITTING AS SHOWN. (EXCEPTIONS FOR HYDRANT LATERAL CONFIGURATIONS MAY APPLY)
2. ALL LATERAL CONNECTIONS (LARGER THAN 2") TO EXISTING WATER MAINS MUST BE CUT-IN AS SHOWN. EXCEPTIONS GRANTED FOR EXTENUATING CIRCUMSTANCES ONLY AT THE DISCRETION OF THE DIRECTOR OR CITY ENGINEER.
3. SEPARATION BETWEEN VALVES AND FITTINGS SHALL BE A MINIMUM OF 18" UP TO A MAXIMUM OF 48".
4. NO JOINTS ARE PERMITTED BETWEEN VALVE AND TEE / CROSS.
5. ONLY ONE VALVE MAY BE STRAPPED DIRECTLY TO A BRANCH FITTING IF NECESSARY.



CITY OF ABERDEEN
DEPARTMENT OF PUBLIC WORKS

Kyle Jorsts

STANDARD WATER DETAILS

WATER LINE INTERSECTIONS
VALVE AND TEE CONFIGURATIONS
(SIZES LARGER THAN 2")

CITY OF ABERDEEN
ADDENDUM TO
HARFORD COUNTY
STANDARD DETAILS

PLATE **W-35a**