

CONTRACT DOCUMENTS

AND

SPECIFICATIONS

FOR

CITY OF PLATTSBURGH

**CITY OF PLATTSBURGH VETERANS
MEMORIAL PARK IMPROVEMENTS**

CONTRACT NO. 1 – GENERAL CONSTRUCTION

**CITY OF PLATTSBURGH
CLINTON COUNTY, NEW YORK**

APRIL 2026

It is a violation of the New York State Education Law, Article 145 §7209 Special Provisions, for any person, unless they are acting under the direction of a licensed professional engineer, architect, landscape architect, or land surveyor, to alter an item in any way. If an item bearing the stamp of a licensed professional is altered, the altering professional shall stamp the document and include the notation "altered by" followed by their signature, the date of such alteration, and a specific description of the alteration.

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ADVERTISEMENT FOR BIDS

CITY OF PLATTSBURGH
CITY OF PLATTSBURGH VETERANS MEMORIAL PARK IMPROVEMENTS
CONTRACT NO. 1 – GENERAL CONSTRUCTION

Sealed, separate Bids for the construction of the City of Plattsburgh Veterans Memorial Park Improvements, Contract No. 1 – General Construction will be received by the City of Plattsburgh at the office of the City Clerk, 41 City Hall Place, Plattsburgh, New York 12901, until **2:00 PM** local time on **May 15, 2026**, at which time the Bids received will be publicly opened and read.

The Project consists of site improvements at the existing Veterans Memorial Park in US Oval Park, 205 US Oval, Plattsburgh, New York 12903. Improvements generally include selective removal and replacement of existing paving, removal and resetting of existing memorial benches, replacement of existing lighting, installation of new flush concrete curb, and associated site restoration.

Bids will be received for a single prime Contract. Bids shall be on a lump sum basis, as indicated in the Bid Form.

The Issuing Office for the Bidding Documents is: Barton & Loguidice, D.P.C., 10 Airline Drive, Suite 200, Albany, New York 12205, attention Leigh Jones, ljones@bartonandloguidice.com.

Bidding Documents may be obtained from the Issuing Office. Bidding Documents are available via email as portable document format (PDF) files at no cost. The date that the Bidding Documents are transmitted by the Issuing Office will be considered the prospective Bidder's date of receipt of the Bidding Documents. Partial sets of Bidding Documents will not be available from the Issuing Office. Neither Owner nor Engineer will be responsible for full or partial sets of Bidding Documents, including Addenda if any, obtained from sources other than the Issuing Office.

Each Bid must be submitted on the prescribed Bid Form and accompanied by Bid security, as prescribed in the Instructions to Bidders.

The Successful Bidder will be required to furnish the additional bond(s) prescribed in the Bidding Documents.

In order to perform public work, the Successful Bidder and Subcontractors prior to contract award shall hold or obtain such license as required by State statutes, and Federal and local Laws and Regulations.

Bids will not be accepted from Bidders that have been barred from competing on public works under General Municipal Law 5A-103-b.

Purchases made by the City of Plattsburgh are not subject to any Federal, State or local sales tax. Bidders shall not include in their bid sales and compensating use taxes on the cost of materials. Exemption certificates will be executed upon request.

For information concerning the proposed Work, contact Leigh Jones, Barton & Loguidice, D.P.C., 10 Airline Drive, Suite 200, Albany, New York 12205, ljones@bartonandloguidice.com.

The Owner's right is reserved to reject all Bids or any Bid not conforming to the intent and purpose of the Bidding Documents.

Dated this 13th day of April, 2026,

City Clerk
City of Plattsburgh

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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 To demonstrate Bidder's qualifications to perform the Work, Bidder **may be requested by Owner** to submit written evidence establishing its qualifications such as financial data, previous experience, and present commitments.

3.02 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.

3.03 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

3.04 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications and by its submission of a Bid represents and agrees that it has done so.

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

4.01 *Site and Other Areas*

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

4.02 *Existing Site Conditions*

- A. Subsurface and Physical Conditions; Hazardous Environmental Conditions
 - 1. The Supplementary Conditions identify:
 - a. Those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site.
 - b. Those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
 - c. Reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
 - d. Technical Data contained in such reports and drawings.
 - 2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
 - 3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.
- B. Underground Facilities: Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or adjacent to the Site are set forth in the Contract Documents and are based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or Others.
- C. Adequacy of Data: Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 5.03, 5.04, and 5.05 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 5.06 of the General Conditions.

4.03 *Site Visit and Testing by Bidders*

- A. Bidder shall conduct the required Site visit during normal working hours, and shall not disturb any ongoing operations at the Site. Bidder is not required to conduct subsurface testing or investigations for preparation of the Bid.
- B. Bidder is not required to conduct subsurface testing or investigations for preparation of the Bid.

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

4.04 *Owner's Safety Program*

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

4.05 *Other Work at the Site*

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

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;
- C. Become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work;
- D. Carefully study all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings;
- E. Consider the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and

drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs;

- F. Agree, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;
- G. Become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
- H. Promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder;
- I. Determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and
- J. Agree that the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 6 – PRE-BID CONFERENCE

- 6.01 A pre-bid conference will **not** be held for this Project. Bidders are encouraged to review all bidding documents thoroughly and submit any questions in writing by the deadline specified in the Instructions to Bidders. Responses to questions, if necessary, will be issued via Addendum to all prospective Bidders of record. Oral statements will not be binding or legally effective. A site visit is strongly encouraged.

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

- 7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all parties recorded as having received the Bidding Documents. Questions received less than seven days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Addenda will be issued no later than 3 days prior to bid opening, when practicable.
- 7.02 Addenda may be issued to clarify, correct, supplement, or change the Bidding Documents.

ARTICLE 8 – BID SECURITY

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of five percent of Bidder's maximum Bid price 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 45 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within seven days after the Bid opening.

ARTICLE 9 – CONTRACT TIMES

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

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 on the basis of materials and equipment specified or described in the Bidding Documents without consideration 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 Engineer authorize the use of a substitute or “or-equal” item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until 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. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder's sole risk.
- 11.03 Minor product substitutions of equal function and quality may be considered during construction in accordance with the Contract Documents.

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 so requested, shall within seven (7) days after Bid opening, submit to Owner a list of the Subcontractors or Suppliers proposed for portions of the Work.
- 12.04 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, or other individuals or entities. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.06 of the General Conditions.

ARTICLE 13 – PREPARATION OF BID

- 13.01 The Bid Form is included with the Bidding Documents.
 - A. All blanks on the Bid Form shall be completed and signed. Erasures or alterations shall be initialed by the person signing the Bid Form. A Bid price shall be indicated for each section, Bid item, adjustment unit price item, and unit price item listed therein.
- 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.
- 13.03 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The partnership's address for receiving notices shall be shown.
- 13.04 A Bid by a limited liability company shall be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the firm's address for receiving notices shall be shown.
- 13.05 A Bid by an individual shall show the Bidder's name and address for receiving notices.
- 13.06 A Bid by a joint venture shall be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture's address for receiving notices shall be shown.
- 13.07 All names shall be printed in ink below the signatures.
- 13.08 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 13.09 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
- 13.10 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

ARTICLE 14 – BASIS OF BID

14.01 *Lump Sum*

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

14.02 *Allowances*

- A. For cash allowances the Bid price shall include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with Paragraph 13.02.B of the General Conditions.

ARTICLE 15 – SUBMITTAL OF BID

- 15.01 With each copy of the Bidding Documents, a Bidder is furnished one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of 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:

City of Plattsburgh
ATTN: City Clerk
41 City Hall Place
Plattsburgh, New York 12901

- 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 within 3 days 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 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 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the Owner will reject the Bid as nonresponsive; provided that Owner also reserves the right to waive all minor informalities not involving price, time, or changes in the Work.

19.02 If Owner awards the Contract for the Work, such award shall be to the responsible Bidder submitting the lowest responsive Bid.

19.03 Evaluation of Bids

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

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

ARTICLE 20 – BONDS AND INSURANCE

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

ARTICLE 21 – SIGNING OF AGREEMENT

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

ARTICLE 22 – WAGE RATES

22.01 The Work under these Bidding Documents is to be paid for by public funds; therefore, minimum prevailing wage rates published by the New York State Department of Labor shall be paid on this project. Reference Prevailing Wage Determination PRC#: 2026008635. The Contractor shall obtain the full prevailing wage rate schedule from the New York State

Department of Labor using the referenced PRC number and comply with all applicable requirements.

- 22.02 The Contractor shall be responsible for maintaining compliance with all applicable NYSDOL reporting requirements.

ARTICLE 23 – SALES AND USE TAXES

- 23.01 Owner is exempt from New York 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.

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BID FORM

CITY OF PLATTSBURGH
CITY OF PLATTSBURGH VETERANS MEMORIAL PARK IMPROVEMENTS
CONTRACT NO. 1 – GENERAL CONSTRUCTION

SUBMITTED BY:

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

City of Plattsburgh
ATTN: City Clerk
41 City Hall Place
Plattsburgh, New York 12901

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 of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 45 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:

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____
_____	_____

- 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 reviewed any available information regarding subsurface and site conditions identified in the Bidding Documents.
- 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, 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 has based its Bid on the information made available in the Bidding Documents and observations from the Site visit.
- 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 Designer 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 Designer 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;
- 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 anything 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;
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

5.01 General

Bidder will complete the work in accordance with the contract documents for the following price(s). All prices shall include full compensation for furnishing all labor, materials, equipment, tools, transportation, delivery, freight, handling, storage, supervision, permits, insurance, testing, quality control, cleanup, and all incidentals necessary to complete the work in place, fully functional, and ready for use. No separate payment will be made for incidental work or materials not specifically listed but required to complete the project as intended.

The Bid shall include all work reasonably inferable from the Contract Documents to complete the project.

5.02 **BASE BID ITEMS**

Item	Description	Quantity	Unit	Unit Price	Extension
1.01	Veterans Memorial Park Improvements	1	LS		
Bidder’s Total Base Bid					

BASE BID ITEM DESCRIPTIONS AND INCLUSIONS:

Item 1.01 Veterans Memorial Park Improvements

The Base Bid price shall include **all work shown and specified in the Contract Documents**. The Base Bid shall be all-inclusive, covering but not limited to the following:

1. **Removals and Site Preparation:** Demolition and lawful disposal of existing materials, structures, pavements, vegetation, debris, and surplus excavated material as indicated.
2. **General Construction:** Improvements shown on the Drawings and specified in the Contract Documents, including concrete pavement, unit pavers, lighting, minor site work, and related appurtenances.
3. **Material Procurement and Delivery:** Furnishing, transporting, delivering, storing, and handling all materials, including applicable freight, protection, and incidental items.
4. **Installation:** Providing all labor, equipment, supervision, and methods required to install all specified elements, including alignment, leveling, testing, and adjustment for proper functionality.
5. **Cleanup and Restoration:** Removal of construction debris, final site cleanup, fine grading, topsoil replacement, seeding, and restoration of disturbed areas.
6. **Incidental Work:** All tasks not specifically described but required to deliver a fully complete and functional project.
7. **Protection and Salvage:** Protection of existing memorial elements and site features, and salvage and reset of existing stone benches as indicated on the Drawings.

5.03 NOTES

1. All bid prices shall be all-inclusive. No separate or additional payment will be made for incidentals, temporary facilities, mobilization, or items necessary for a complete and operational installation.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work and Milestones will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work, and any specified Milestones, within Contract Times.

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. Non-Collusive Bidding Certification
 - C. Iranian Energy Sector Divestment Certification
 - D. Sexual Harassment Prevention Certification
 - E. Prohibition on Purchase of Tropical Hardwoods Certification
 - F. Gender-Based Violence Certification

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 Federal
Employer Identification
Number (FEIN) _____

(For NYS Department of Labor reporting of Successful Bidder only)

++ END OF SECTION ++

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SECTION 00 43 13

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 (Name and Address):

BID

Bid Due Date:

Description (Project Name— Include Location):

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) _____ (Seal)
Surety's Name and Corporate 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.

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.

SECTION 00 43 93

BIDDER'S CHECKLIST

Section 00 41 16.01, Bid Form. All blanks appropriately filled in ink with both words and figures, and signed where applicable.

Section 00 43 13, Bid Bond. Execute and attach Bid security.

State and Federal requirements: Each of the following forms must be complete and executed:

Section 00 45 19, Non-Collusive Bidding Certification. Requires bidder signature.

Section 00 45 34, Iranian Energy Sector Divestment Certification. Requires bidder signature.

Section 00 45 35, Sexual Harassment Prevention Certification. Requires bidder signature.

Section 00 45 45, Prohibition on Purchase of Tropical Hardwoods Certification. Requires bidder signature.

Section 00 45 46, Gender-Based Violence Certification. Requires bidder signature.

++ END OF SECTION ++

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SECTION 00 45 19

NON-COLLUSIVE BIDDING CERTIFICATION

- (a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:
1. The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly, disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
 3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
- (b) A bid shall not be considered for award nor shall any award be made where (a) 1., 2., and 3., above have not been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (a) 1., 2., and 3., above have not been complied with the bid shall not be considered for award nor shall any award to be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee determines that such disclosure was not made for the purpose of restricting competition.
- (c) The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of paragraph (a) of this certification.
- (d) Any bid hereafter made to any political subdivision of the State or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of the section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

FIRM: _____
By: _____
Title: _____

(CORPORATE SEAL IF ANY)

++ END OF SECTION ++

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SECTION 00 45 34

IRANIAN ENERGY SECTOR DIVESTMENT CERTIFICATION

1. Bidder hereby represents that said Bidder is in compliance with New York State General Municipal Law Section 103-g entitled “Iranian Energy Sector Divestment”, in that Bidder has not:
 - a) Provided goods or services of \$20 million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
 - b) Acted as a financial institution and extended \$20 million or more in credit to another person for forty-five (45) days or more, if that person’s intent was to use the credit to provide goods or services in the energy sector in Iran.
2. Any Bidder who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3) (b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible bidder pursuant to Section 103 of the New York State General Municipal Law.
3. Except as otherwise specifically provided herein, every Bidder submitting a Bid in response to this Advertisement for Bid must certify and affirm the following under penalties of perjury:
 - a) “By submission of this bid, the Bidder and each person signing on behalf of the Bidder certifies and in the case of a joint Bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that Bidder is not on the list created pursuant to NYS Finance Law Section 165-a (3) (b).”

The Owner will accept this statement electronically in accordance with the provisions of Section 103 of the General Municipal Law.
4. Except as otherwise specifically provided herein, any Bidder that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the Bidder cannot make the certification as set forth in subdivision (a) above, the Bidder shall so state and shall furnish with the bid a signed statement setting forth in detail the reasons therefore. The Owner reserves its rights, in accordance with General Municipal Law Section 103-g to award the Bid to any Bidder who cannot make the certification, on a case-by-case basis under the following circumstances:
 - a) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012 and the Bidder has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or

- b) The Owner has made a determination that the goods or services are necessary for the Owner to perform its functions and that, absent such an exemption, the Owner would be unable to obtain the goods or services for which the Bidder is offered. Such determination shall be made by the Owner in writing and shall be a public document.

Signature Title

Company Name Date

State of _____)
County of _____) SS:

On this ____ day of _____, 20____, before me personally came and appeared to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same.

++ END OF SECTION ++

SECTION 00 45 35

SEXUAL HARASSMENT PREVENTION CERTIFICATION

By Submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of that person's knowledge and belief:

- (1) In accordance with State Finance Law 139-L, bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace;
- (2) Bidder provides annual sexual harassment prevention training to all of its employees;
- (3) Bidders sexual harassment policy, at a minimum, meets the requirements of section 201-G of the State Labor Law.

I hereby affirm under penalties of perjury that the foregoing statement is true.

Bidder: _____

By: _____

(Please type or print name)

Title: _____

Any bid made by a corporate bidder for work or services shall be deemed to have been authorized by the Board of Directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bids and the inclusion therein of this certificate.

++ END OF SECTION ++

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SECTION 00 45 45

PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS CERTIFICATION

- A. Bidder hereby certifies and warrants that all wood products to be used under this Contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods).
 - 1. Which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State of any government agency or political subdivision or public benefit corporation.
 - 2. In addition, when any portion of this Contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor certifies through the submitted bid proposal that any and all subcontractors have been informed and are in compliance with the specification's and provisions regarding use of tropical hardwoods as detailed in Section 165 of New York State Finance law.

- B. Qualifications for an exemption under this law will be the responsibility of the Bidder to establish to meet with the approval of the State. Otherwise, the bid may not be considered responsive. Upon executing this certification the Bidder acknowledges that proof of qualifications for exemption are the Bidder's responsibility to meet with the approval of the state.

- C. Except as otherwise specifically provided herein, every contractor/ proposer submitting a bid in response to this request for bids must certify and affirm the following under penalties of perjury:
 - 1. "By submission of this Bid, each Bidder and each person signing on behalf of any Bidder certifies and in the case of a joint Bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, wood to be used under this contract award complies with New York State Finance Law Section 165".

FIRM: _____

By: _____

Title: _____

(CORPORATE SEAL IF ANY)

STATE OF)
) SS:
COUNTY OF)

On this _____ day of _____, 20____, before me personally came and appeared _____ to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same.

++ END OF SECTION ++

SECTION 00 45 46

GENDER-BASED VIOLENCE CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing gender-based violence and the workplace and has provided such policy to all of its employees, directors and board members. Such policy shall, at a minimum, meet the requirements of subdivision 11 of section five hundred seventy-five of the executive law:

I hereby affirm under penalties of perjury that the foregoing statement is true.

Bidder: _____

By: _____

(Please type or print name)

Title: _____

Any bid made by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where such bid contains the statement above, shall be deemed to have been authorized by the Board of Directors of such bidder, and such authorization shall be deemed to include the signing and submission of such bid and the inclusion therein of such statement as the act and deed of the corporation.

++ END OF SECTION ++

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SECTION 00 51 00

NOTICE OF AWARD

Date of Issuance:

Owner:

Owner's Contract No.:

Engineer:

Engineer's Project No.:

Project:

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:

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

Six (6) unexecuted counterparts of the Agreement 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 this Notice of Award:

1. Deliver to Owner three (3) counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security 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:

Authorized Signature

By:

Title:

Copy: Resident Project Engineer

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SECTION 00 52 13

AGREEMENT

THIS AGREEMENT is by and between _____ CITY OF PLATTSBURGH _____ (“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:
- A. The Work generally consists of site improvements at Veterans Memorial Park, including selective demolition, concrete and paving improvements, resetting of existing memorial benches, replacement of site lighting, and associated site restoration.

ARTICLE 2 – THE PROJECT

- 2.01 *The Project, of which the Work under the Contract Documents is a part, is generally described as follows:* City of Plattsburgh Veterans Memorial Park Improvements Project, Contract No. 1 – General Construction.

ARTICLE 3 – ENGINEER

- 3.01 The part of the Project that pertains to the Work has been designed by Barton & Loguidice, D.P.C. (“Engineer”).
- 3.02 The Owner will serve as the Contract Administrator and will assume all duties and responsibilities otherwise assigned to Engineer under the Contract Documents. Engineer will not provide construction phase services unless otherwise authorized by Owner.

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*
- A. The Work will be substantially completed within 60 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 90 days after the date when the Contract Times commence to run.
- 4.03 *Liquidated Damages*
- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed

and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal 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 TWO HUNDRED FIFTY DOLLARS (\$250) 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 Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner TWO HUNDRED FIFTY DOLLARS (\$250) for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

ARTICLE 5 – CONTRACT PRICE

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. All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.
- B. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment)

_____ Dollars

(words)

And _____ cents \$ _____

(words)

(figures)

- C. 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 Owner 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 30th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet

the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract:

a. Ninety-five (95) percent of the value of Work completed, with five (5) percent retainage withheld from each Application for Payment until Substantial Completion.; and

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to one hundred (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 two times the 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 Owner as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

7.01 All amounts not paid when due shall bear interest at the rate as provided by applicable law, unless otherwise prescribed by Law.

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 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 Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Owner 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 8, inclusive).
 - 2. Performance bond (pages 1 to 4, inclusive).
 - 3. Payment bond (pages 1 to 4, inclusive).
 - 4. General Conditions (pages 1 to 73, inclusive).
 - 5. Supplementary Conditions (pages 1 to 13, inclusive).
 - 6. Division 01 through Division 49 Specifications, as listed in the Table of Contents of the Project Manual.
 - 7. Drawings (not attached but incorporated by reference) consisting of six (6) sheets with each sheet bearing the following general title: City of Plattsburgh Veterans Memorial Park Improvements Project, Contract No. 1 – General Construction.
 - 8. Addenda (numbers ___ to ___, inclusive).
 - 9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid.
 - 10. 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 anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of

Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

B. 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 PLATTSBURGH

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.)

Certification of the Owner's Attorney

I, the undersigned, the duly authorized and acting legal representative of the City of Plattsburgh do hereby certify as follows:

I have examined the foregoing Contract and surety bonds and the matter of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with the terms, conditions, and provisions thereof.

By: _____

Owner's Attorney

Date

++ END OF SECTION ++

SECTION 00 55 00

NOTICE TO PROCEED

Owner:	Owner's Contract No.:
Contractor:	Contractor's Project No.:
Engineer:	Engineer's Project No.:
Project:	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 [], 20 [].

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 _____].

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

[Note any access limitations, security procedures, or other restrictions]

Owner:

Authorized Signature

By:

Title:

Date Issued:

Copy: Resident Project Engineer

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SECTION 00 61 13

SUBCONTRACTOR'S VERIFIED STATEMENT
(SECTION 220-a OF NEW YORK LABOR LAW)

STATE OF NEW YORK)
COUNTY OF _____)ss.:

_____, being duly sworn, deposes and states:

1. That I am an officer of _____ (hereinafter referred to as "the Subcontractor"), a subcontractor on public contract number _____ (hereinafter "the Contract") and I am duly authorized to make this Verified Statement on behalf of the firm.
2. That I make this Verified Statement in order to comply with the provisions of Section 220-a of New York Labor Law.
3. That on _____, the Subcontractor received from _____, the public improvement contractor/subcontractor that engaged this firm as a subcontractor on the Contract, a copy of the initial/revised schedule of wages and supplements Prevailing Rate Case Number _____ (PRC) specified in the Contract.
4. That the Subcontractor has reviewed such schedule(s) of wages and supplements, and agrees to pay the applicable prevailing wages and to pay or provide the supplements specified therein.
5. I have read this Subcontractor's Verified Statement and know the contents thereof; and the same is true to my own knowledge. This Verified Statement is made by me, a person acquainted with the facts of this matter, and is made under penalty of perjury.

SIGNATURE

PRINT NAME

NAME OF SUBCONTRACTOR

TITLE WITH SUBCONTRACTOR

On this ___ day of _____, 20___, before me personally appeared _____, to me known, and known to me to be one of the firm of _____ described in and who executed the foregoing Verified Statement, and he/she thereupon acknowledged to me that he/she executed the same as and for the act and deed of said firm.

Notary Public

If this verified statement is verified by an oath administered by a notary public in a foreign country other than Canada, it must be accompanied by a certificate authenticating the authority of the notary who administers the oath. (See New York CPLR Section 2309(c); New York Real Property Law Sections 311 and 312).

**CONTRACTOR'S VERIFIED STATEMENT
(SECTION 220-a OF NEW YORK LABOR LAW)**

STATE OF NEW YORK)
COUNTY OF _____)ss.:

_____, being duly sworn, deposes and states:

1. That I am an officer of _____ (hereinafter referred to as "the Contractor") and am duly authorized to make this Verified Statement on behalf of the Contractor on public contract number _____ (hereinafter "the Contract").
2. That the Contractor fully comprehends the terms and provisions of Section 220-a of the Labor Law.
3. That the Contractor hereby files every verified statement required to be obtained by the Contractor from the subcontractors.
4. That, except as herein stated, there are no amounts due and owing from the Contractor to or on behalf of any and all laborers for daily or weekly wages or supplements on account of labor performed upon the work under the Contract. (Set forth below the names of the persons whose wages or supplements are unpaid and the amount due to each or on behalf of each, respectively. If there are none, please write "N/A".)

NAME	AMOUNT

5. That, upon information and belief, except as stated herein, there are no amounts due and owing from the Contractor's subcontractors or the subcontractors of the Contractor's subcontractors to or on behalf of any and all laborers for daily or weekly wages or supplements on account of labor performed upon the work under the Contract. (Set forth below the known names of the persons whose wages or supplements are unpaid and the known amount due to each or on behalf of each, respectively. If there are none known to the Contractor, please write "N/A" and utilize clause 5A below.)

NAME	AMOUNT

- 5A. That the Contractor has no knowledge of amounts due and owing from the Contractor's subcontractors or the subcontractors of the Contractor's subcontractors to or on behalf of any and all laborers for daily or weekly wages or supplements on account of labor performed upon the work under the Contract.
6. In the event it is determined by the Commissioner of Labor that the wages or supplements or both of any employees of the Contractor's subcontractors and subcontractors of the Contractor's subcontractors have not been paid or provided pursuant to the appropriate schedule of wages and supplements, the Contractor shall be responsible for payment of such wages or supplements pursuant to the provisions of Section 223 of New York Labor Law.

7. I have read this Contractor's Verified Statement and know the contents thereof; and the same is true to my own knowledge, except with respect to wages and supplements owing by subcontractors, which is stated upon information and belief, and, with respect to wages and supplements owing by subcontractors, I believe it to be true. This Verified Statement is made by me, a person acquainted with the facts of this matter, and is made under penalty of perjury.

SIGNATURE

PRINT NAME

NAME OF CONTRACTOR

TITLE WITH CONTRACTOR

On this ___ day of _____, 20 ___, before me personally appeared _____, to me known, and known to me to be one of the firm of _____ described in and who executed the Verified Statement, and he/she thereupon acknowledged to me that he/she executed the same as and for the act and deed of said firm.

Notary Public

If this affidavit is verified by an oath administered by a notary public in a foreign country other than Canada, it must be accompanied by a certificate authenticating the authority of the notary who administers the oath. (See New York CPLR Section 2309(c); New York Real Property Law Sections 311 and 312).

(NEW YORK STATE)

++ END OF SECTION ++

SECTION 00 61 13.13

PERFORMANCE BOND

04.26
853.027.001

PERFORMANCE BOND
00 61 13.13-1

PERFORMANCE BOND

CONTRACTOR *(name and address):*

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

OWNER *(name and address):*

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description *(name and location):*

BOND

Bond Number:

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

Amount:

Modifications to this Bond Form: None See Paragraph 16

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

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal *(seal)*

Surety's Name and Corporate Seal *(seal)*

By: _____
Signature

By: _____
Signature *(attach power of attorney)*

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

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

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

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

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

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

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

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

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

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

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

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

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence,

to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

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

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

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

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

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

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

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

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

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

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

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

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

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

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

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims

for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

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

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

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

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

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

16. Modifications to this Bond are as follows:

SECTION 00 61 13.16

PAYMENT BOND

04.26
853.027.001

PAYMENT BOND
00 61 13.16-1

PAYMENT BOND

CONTRACTOR *(name and address):*

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

OWNER *(name and address):*

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description *(name and location):*

BOND

Bond Number:

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

Amount:

Modifications to this Bond Form: None See Paragraph 18

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

(seal)

Contractor's Name and Corporate Seal

(seal)

Surety's Name and Corporate Seal

By: _____

Signature

By: _____

Signature *(attach power of attorney)*

 Print Name

 Print Name

 Title

 Title

Attest: _____

Signature

Attest: _____

Signature

 Title

 Title

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

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
 - 5.1 Claimants who do not have a direct contract with the Contractor,
 - 5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2 Pay or arrange for payment of any undisputed amounts.
 - 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. **Definitions**
 - 16.1 **Claim:** A written statement by the Claimant including at a minimum:
 1. The name of the Claimant;
 2. The name of the person for whom the labor was done, or materials or equipment furnished;
 3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 4. A brief description of the labor, materials, or equipment furnished;
 5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
 7. The total amount of previous payments received by the Claimant; and
 - 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:
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

SECTION 00 62 16
CERTIFICATE OF INSURANCE

04.26
853.027.001

CERTIFICATE OF INSURANCE
00 62 16-1

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SECTION 00 63 63

CHANGE ORDER

Change Order No. _____

Date of Issuance:	Effective Date:
Owner:	Owner's Contract No.:
Contractor:	Contractor's Project No.:
Engineer:	Engineer's Project No.:
Project:	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: _____	By: _____	By: _____	By: _____	By: _____	By: _____
Engineer (if required)	Owner (Authorized)	Owner (Authorized)	Contractor (Authorized)	Contractor (Authorized)	Contractor (Authorized)
Title: _____	Title: _____	Title: _____	Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____	Date: _____	Date: _____	Date: _____

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CHANGE ORDER
00 63 63-2

07.25
853.027.001

SECTION 00 65 16

CERTIFICATE OF SUBSTANTIAL COMPLETION

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

This [preliminary] [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: *[punch list; others]*

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: _____	By: _____	By: _____
(Authorized signature)	Owner (Authorized Signature)	Contractor	(Authorized	
Title: _____	Title: _____	Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____	Date: _____	Date: _____

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SECTION 00 72 16
GENERAL CONDITIONS

04.26
853.027.001

GENERAL CONDITIONS
00 72 16-1

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This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by



Issued and Published Jointly by



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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
 3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 5. *Bidder*—An individual or entity that submits a Bid to Owner.
 6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
 7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
 8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
 9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
 10. *Claim*—(a) A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract; or (b) a demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal; or seeking resolution of a contractual issue that Engineer

has declined to address. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
12. *Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents. .
15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
17. *Cost of the Work*—See Paragraph 13.01 for definition.
18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
20. *Engineer*—The individual or entity named as such in the Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
22. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.
23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

24. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
25. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.
26. *Notice of Award*—The written notice by Owner to a Bidder of Owner’s acceptance of the Bid.
27. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
28. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
29. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor’s plan to accomplish the Work within the Contract Times.
30. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
31. *Project Manual*—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.
32. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or “RPR” includes any assistants or field staff of Resident Project Representative.
33. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
34. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer’s review of the submittals and the performance of related construction activities.
35. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor’s Applications for Payment.
36. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

37. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
38. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
39. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
40. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
41. *Successful Bidder*—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.
42. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
43. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
44. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.
45. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
46. *Unit Price Work*—Work to be paid for on the basis of unit prices.
47. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

48. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 Terminology

- A. The words and terms discussed in the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:*
 1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day:*
 1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective:*
 1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or 15.04).
- E. *Furnish, Install, Perform, Provide:*
 1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

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

2.02 *Copies of Documents*

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

2.03 *Before Starting Construction*

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), Contractor shall submit to Engineer for timely review:
 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
 2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.03.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure Project website.
- B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or

computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

3.02 *Reference Standards*

- A. Standards Specifications, Codes, Laws and Regulations
 - 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
 - 2. No provision of any such standard specification, manual, reference standard, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

- A. *Reporting Discrepancies:*
 - 1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict,

error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
 - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

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

3.05 *Reuse of Documents*

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

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

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

4.03 *Reference Points*

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

4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

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

- G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

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

5.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

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

- 1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
- 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part

by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
 - 1. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;
 - 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and
 - 3. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
 - 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
 - 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 - 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

- A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site either:
1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or
 2. is of such a nature as to require a change in the Drawings or Specifications; or
 3. differs materially from that shown or indicated in the Contract Documents; or
 4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Possible Price and Times Adjustments:*
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,

- c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or
 - b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph 5.04.A.
3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:
 1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and
 2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;
 - c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 - d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after

becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.

- C. *Engineer's Review:* Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings, conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Possible Price and Times Adjustments:*
 - 1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
 - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and
 - d. Contractor gave the notice required in Paragraph 5.05.B.
 - 2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
 - 3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

5.06 *Hazardous Environmental Conditions at Site*

- A. *Reports and Drawings*: The Supplementary Conditions identify:
1. those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
 2. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.
- H. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6 – BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.
- B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.
- D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.
- E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is

maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

- D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- E. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- F. If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.
- H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.
- I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.
- J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

6.03 *Contractor's Insurance*

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

4. Foreign voluntary worker compensation (if applicable).
- B. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:
1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.
 2. claims for damages insured by reasonably available personal injury liability coverage.
 3. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- C. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:
1. Products and completed operations coverage:
 - a. Such insurance shall be maintained for three years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
 2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
 3. Broad form property damage coverage.
 4. Severability of interest.
 5. Underground, explosion, and collapse coverage.
 6. Personal injury coverage.
 7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.
 8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
- D. *Automobile liability:* Contractor shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- E. *Umbrella or excess liability:* Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.
- F. *Contractor's pollution liability insurance:* Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result

of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.

- G. *Additional insureds*: The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.
- H. *Contractor's professional liability insurance*: If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.
- I. *General provisions*: The policies of insurance required by this Paragraph 6.03 shall:
 - 1. include at least the specific coverages provided in this Article.
 - 2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.
 - 3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.
 - 4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.
 - 5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.
- J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

6.04 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 6.03, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.
- B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

6.05 *Property Insurance*

- A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
 - 1. include the Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."
 - 2. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.
 - 3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.
 - 4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).

5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).
 6. extend to cover damage or loss to insured property while in transit.
 7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
 8. allow for the waiver of the insurer's subrogation rights, as set forth below.
 9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.
 10. not include a co-insurance clause.
 11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.
 12. include performance/hot testing and start-up.
 13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.
- B. *Notice of Cancellation or Change*: All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.
- C. *Deductibles*: The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.
- D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
- E. *Additional Insurance*: If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.
- F. *Insurance of Other Property*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

6.06 *Waiver of Rights*

- A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:
 - 1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
 - 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.
- D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

6.07 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the

policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

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

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

7.01 *Supervision and Superintendence*

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

7.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and

guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.04 "Or Equals"

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.
 - 1. If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an "or equal" item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) it has a proven record of performance and availability of responsive service; and
 - 4) it is not objectionable to Owner.
 - b. Contractor certifies that, if approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense:* Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal", which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

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

7.05 Substitutes

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

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

7.06 *Concerning Subcontractors, Suppliers, and Others*

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

- E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.
- F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.
- J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.
- K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.
- L. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.
- N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.

- O. Nothing in the Contract Documents:
1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor
 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

7.07 *Patent Fees and Royalties*

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

7.08 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work

7.09 *Taxes*

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

7.10 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It shall not be Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Owner or Contractor may give notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.11 *Record Documents*

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

7.12 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
 - C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
 - D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
 - E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
 - F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).
 - G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.13 *Safety Representative*

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

7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or

exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

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

7.16 *Shop Drawings, Samples, and Other Submittals*

A. *Shop Drawing and Sample Submittal Requirements:*

1. Before submitting a Shop Drawing or Sample, Contractor shall have:
 - a. reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
 - c. determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.

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

1. *Shop Drawings:*

- a. Contractor shall submit the number of copies required in the Specifications.
- b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to

provide and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.D.

2. *Samples:*
 - a. Contractor shall submit the number of Samples required in the Specifications.
 - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.
3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Other Submittals:* Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.
- D. *Engineer's Review:*
 1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
 2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.
 3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
 4. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.
 5. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.
 6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
 7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.

8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.

E. *Resubmittal Procedures:*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

7.17 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
 1. observations by Engineer;
 2. recommendation by Engineer or payment by Owner of any progress or final payment;
 3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 4. use or occupancy of the Work or any part thereof by Owner;
 5. any review and approval of a Shop Drawing or Sample submittal;
 6. the issuance of a notice of acceptability by Engineer;
 7. any inspection, test, or approval by others; or
 8. any correction of defective Work by Owner.

- D. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 7.18.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
 - 1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 - 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

7.19 *Delegation of Professional Design Services*

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

Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this paragraph, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

ARTICLE 8 – OTHER WORK AT THE SITE

8.01 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.
- D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

8.02 *Coordination*

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

8.03 *Legal Relationships*

- A. If, in the course of performing other work at or adjacent to the Site for Owner, the Owner's employees, any other contractor working for Owner, or any utility owner for whom the Owner is responsible causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment shall take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract. When applicable, any such equitable adjustment in Contract Price shall be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this paragraph.
- C. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due to Contractor.

- D. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9 – OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

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

9.02 *Replacement of Engineer*

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

9.03 *Furnish Data*

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

9.04 *Pay When Due*

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

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

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

9.06 *Insurance*

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

9.07 *Change Orders*

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

9.08 *Inspections, Tests, and Approvals*

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

9.09 *Limitations on Owner's Responsibilities*

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

9.10 *Undisclosed Hazardous Environmental Condition*

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

9.11 *Evidence of Financial Arrangements*

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

9.12 *Safety Programs*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

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

10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.08. Particularly, but without limitation, during

or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 10.08. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent, or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

10.04 *Rejecting Defective Work*

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

10.05 *Shop Drawings, Change Orders and Payments*

- A. Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.
- B. Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Paragraph 7.19.
- C. Engineer's authority as to Change Orders is set forth in Article 11.
- D. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.06 *Determinations for Unit Price Work*

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

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

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

10.08 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.

10.09 *Compliance with Safety Program*

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

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

11.01 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
 1. *Change Orders:*
 - a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.
 - b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.
 2. *Work Change Directives:* A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an

adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.

3. *Field Orders*: Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.02 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Such changes shall be supported by Engineer's recommendation, to the extent the change involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters. Such changes may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the Contract Documents. Nothing in this paragraph shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.03 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.

11.04 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:
 1. where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or
 2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or
 3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on

the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).

- C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit shall be determined as follows:
1. a mutually acceptable fixed fee; or
 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.04.C.2.a and 11.04.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;
 - d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
 - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
 - f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

11.05 *Change of Contract Times*

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

11.06 *Change Proposals*

- A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under

the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.

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

11.07 Execution of Change Orders

- A. Owner and Contractor shall execute appropriate Change Orders covering:
1. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
 3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
 4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.

- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

11.08 *Notification to Surety*

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

ARTICLE 12 – CLAIMS

12.01 *Claims*

- A. *Claims Process:* The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:
 - 1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
 - 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and
 - 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.
- B. *Submittal of Claim:* The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.
- C. *Review and Resolution:* The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation:*
 - 1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.
 - 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim

submittal and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim shall be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim shall be incorporated in a Change Order to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

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

13.01 *Cost of the Work*

- A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
 1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
 2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:
 1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable

thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
 - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05), provided such losses and damages have resulted from causes

other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

- C. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:
- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, 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.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

13.03 *Unit Price Work*

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph.
- E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:
 - 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement;
 - 2. there is no corresponding adjustment with respect to any other item of Work; and
 - 3. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.

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

14.01 *Access to Work*

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

14.02 *Tests, Inspections, and Approvals*

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
 - 1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 - 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
 - 3. by manufacturers of equipment furnished under the Contract Documents;
 - 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 - 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

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

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to

cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

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

14.04 *Acceptance of Defective Work*

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

14.05 *Uncovering Work*

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
 - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
 - 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

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

14.07 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will

include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

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

15.01 Progress Payments

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments:*
1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
 2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
 3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.
- C. *Review of Applications:*
1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
 2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

- a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
 4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
 5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
 6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

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

D. *Payment Becomes Due:*

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

E. *Reductions in Payment by Owner:*

- 1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
 - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. the Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. the Contract Price has been reduced by Change Orders;
 - i. an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;
 - j. liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - 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 be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 - 1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through E for that part of the Work.
 - 2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
 - 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.05 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

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

15.06 *Final Payment*

- A. *Application for Payment:*
 - 1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of

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

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

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

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

D. *Payment Becomes Due:* Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer's recommendation,

including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

15.07 *Waiver of Claims*

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

15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. correct the defective repairs to the Site or such other adjacent areas;
 - 2. correct such defective Work;
 - 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

- E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension. Any Change Proposal seeking such adjustments shall be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

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

and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond shall govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for

expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

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

ARTICLE 18 – MISCELLANEOUS

18.01 *Giving Notice*

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

18.02 *Computation of Times*

- A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, 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 00 73 16

SUPPLEMENTARY CONDITIONS

ARTICLE 2 – PRELIMINARY MATTERS

SC-2.01 Delivery of Bonds and Evidence of Insurance

- 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.

SC-2.02 Copies of Documents

- SC-2.02 Delete Paragraph 2.02.A in its entirety and insert the following new paragraph in its place:
- A. Owner shall furnish to Contractor one copy of conformed Contract Documents incorporating and integrating all Addenda and any amendments negotiated prior to the Effective Date of the Contract (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies of the conformed Contract Documents will be furnished upon request at the cost of reproduction.

SC-2.03 Before Starting Construction

- SC-2.03 Add the following language at the end of the second sentence of Paragraph 2.03.A.3:
- The Schedule of Values shall be subdivided into categories matching each line item on the Bid Form. Additional requirements for the Schedule of Values are supplemented in Specification Section 01 29 00, Payment Procedures.

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-6.03 Contractor's 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>Statutory</u>
Employer's Liability:	
Bodily injury, each accident	\$ <u>1,000,000</u>
Foreign voluntary worker compensation	<u>Statutory</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>
Products - Completed Operations Aggregate	\$ <u>1,000,000</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:

Combined Single Limit of	\$ <u>1,000,000</u>
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4. Excess or Umbrella Liability:
- | | | |
|-------------------|----|------------------|
| Per Occurrence | \$ | <u>4,000,000</u> |
| General Aggregate | \$ | <u>4,000,000</u> |
5. Contractor's Pollution Liability:
- | | | |
|-------------------|----|------------|
| Each Occurrence | \$ | <u>N/A</u> |
| General Aggregate | \$ | <u>N/A</u> |
- 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: Columbia County.

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

SC-7.02 Labor; Working Hours

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

1. Typical working hours will be 8:00 A.M. to 5:00 P.M. Off-hour work may be permitted with Owner approval.
2. Owner's legal holidays are U.S. Federal holidays as defined in 5 USC 6103.

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 New York 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-7.15 Emergencies

SC 7.15 Add the following paragraph after Paragraph 7.15.A:

- B. Contractor shall designate one person to respond to emergencies and act on the Contractor's behalf during off-work hours at the Site. The person's name, address, and telephone number shall be provided to Owner and Engineer during the preconstruction conference and the designated person shall be on call during off-work hours. Response time shall respond within a reasonable timeframe after notification is given by Owner and/or Engineer that an emergency exists at the Site.

SC-7.16 Shop Drawings, Samples, and Other Submittals

SC-7.16 Delete Paragraph 7.16.B in its entirety and insert the following new paragraph in its place:

- 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 Contract Documents within 14 days after the Effective Date of the Contract. Each submittal will be identified as Engineer may require.

ARTICLE 10 – ENGINEER’S STATUS DURING CONSTRUCTION

SC-10.03 Project Representative

SC-10.03 *No Resident Project Representative will be provided by the Engineer. Construction observation and site presence will be performed by the Owner. Engineer will be available for consultation on an as-needed basis.*

ARTICLE 12 – CLAIMS

Delete 12.01.D. in its entirety and replace with the following:

12.01.D Adjudication of Claims

- 12.01.D.1. To the fullest extent permitted by law, the Contractor hereby waives any claims that the Owner has been unjustly enriched by any alteration or addition to the Work, whether or not there hereafter is any unjust enrichment to the Work, as a basis for an increase in any amounts due the Contractor or a change in any time period provided for in the Contract.
- 12.01.D.2. Claims for Concealed or Unknown Conditions: If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than fourteen (14) calendar days after first observance of the conditions. The Engineer will promptly investigate such conditions and, if they differ materially and cause an increase or decrease in the Contractor’s cost of, or time required for, performance of any part of the Work, and such difference would not reasonably have been discovered by a reasonably competent Contractor prior to bid, then the Engineer will recommend to the Owner an equitable adjustment in the Contract Sum or the Contract Time, or both. If the Engineer determines that the conditions at the site are not materially different from those indicated in the Contract Documents, or that such difference would reasonably have been discovered by a reasonably competent Contractor prior to bid, and that no change in the terms of the Contract is justified, the Engineer shall so notify the Owner and the Contractor in writing, stating the reasons. Claims by the Contractor in opposition to such determination must be made within 21 days after the Engineer has given notice of the decision. If the conditions encountered are materially different, and such difference would not reasonably have been discovered by a reasonably competent Contractor prior to bid, the Contract Sum and Contract Time shall be equitably adjusted.
- 12.01.D.3. Claims for Additional Cost: If the Contractor wishes to make Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to

execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property.

12.01.D.4. Claims for Additional Time:

- a. Any Claim for an increase in the Contract Time, must be preceded by written notice detailing the cause of each such delay which notice must be given in writing to the Owner and the Engineer within five (5) days of such time as the occurrence causing the delay should have been detected. Such notice must specify each such occurrence, describe how the occurrence is causing delay, include an estimate and description of each cost or damage being incurred as a result of the delay, and set forth the probable effect of delay on the progress of the Work.
- b. Failure to strictly comply with these requirements by the Contractor shall constitute a waiver of such claim and constitute sufficient cause to deny any extension of time.
- c. If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.
- d. In planning its construction schedule within the agreed Contract Time, it shall be assumed that the Contractor has anticipated the amount of magnitude of adverse weather conditions normal to the site of the Work for the seasons involved. Only those weather delays attributable to other than normal weather conditions will be considered.

12.01.D.5. An extension of the Contract Time, to the extent permitted hereunder shall be the sole remedy of the Contractor for any (1) delay in the commencement, prosecution or completion of the Work, (2) hindrance or obstruction in the performance of the Work, (3) loss of productivity; or (4) any delay-related claim (collectively referred in this subparagraph as "Delay") whether or not such Delay is foreseeable. In no event shall the Contractor be entitled to any compensation or recovery of any damages, in connection with any Delay, including, without limitation, consequential damages, lost opportunity cost, impact damages, labor inefficiency damages, or overhead costs. Notwithstanding the foregoing, in the event the Delay is solely caused by the acts of the Owner, the Contractor shall be permitted an extension of time to complete the Work and an equitable adjustment to the Contract Sum in the amount of Contractor's increased labor costs caused by the Delay.

12.01.D.6. The Contractor understands that the timely prosecution of Contractor's obligations under the Contract is essential to the efficient completion of the Project and may have a direct bearing on the costs incurred by others. Some of the Contractor's obligations in this regard include, but are not limited to: 1) Completing the Work in an orderly fashion and in accordance with an agreed upon progress schedule; 2) Timely coordination and cooperation with the Owner, the Engineer, and the other Prime Contractors to resolve disruptions, interferences or other problems as they arise; 3) Providing sufficient personnel, systems and procedures to insure that required materials, supplies, and skilled human resources are available so that the Work is timely understood, anticipated, progressed, and communicated where required to others involved with the Project; 4) Maintaining accurate job progress schedules and systems; 5) Timely notifying others working on the site when delays or interferences occur that will affect the Contractor's or others' work pertaining to the Project; 6) Providing a skilled, informed, and properly supported superintendent at the Project site and at all required job meetings to provide meaningful information and commitments to efficiently cooperate in coordinating the

Work of the various Contractors; and 7) Timely reviewing all job minutes, correspondence and other communications and responding to same when required. Accordingly, Contractor shall indemnify and save the Owner harmless from all damages, costs and expenses incurred by reason of Contractor's failure to timely prosecute its obligations under this Agreement.

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 FEMA's current Schedule of Equipment Rates. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs. Costs will include the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, shall cease to accrue when the use thereof is no longer necessary for the changed Work. Equipment or machinery with a value of less than \$1,000 will be considered small tools.

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

SC-15.01.D. Payment Becomes Due

SC-15.01.D Delete subparagraph 15.01.D.1 in its entirety and insert the following new subparagraph in its place:

1. Provided that the Application for Payment is presented to Owner with Engineer's recommendation at least seven days prior to Owner's next regular monthly meeting, the amount recommended (subject to any Owner set-offs) will become due thirty days after such presentation, and when due will be paid by Owner to Contractor.

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.

SC-17.02 Arbitration

- A. All matters subject to final resolution under this Article will be decided by arbitration in accordance with the rules of the American Arbitration Association, subject to the conditions and limitations of this paragraph. This agreement to arbitrate and any other agreement or consent to arbitrate entered into will be specifically enforceable under the prevailing law of any court having jurisdiction.
- B. The demand for arbitration will be filed in writing with the other party to the Contract and with the selected arbitrator or arbitration provider, and a copy will be sent to Engineer for information. The demand for arbitration will be made within the specific time required in this Article, or if no specified time is applicable within a reasonable time after the matter in question has arisen, and in no event shall any such demand be made after the date when institution of legal or equitable proceedings based on such matter in question would be barred by the applicable statute of limitations. The demand for arbitration should include specific reference to Paragraph SC-17.02.D below.
- C. No arbitration arising out of or relating to the Contract shall include by consolidation, joinder, or in any other manner any other individual or entity (including Engineer, and Engineer's consultants and the officers, directors, partners, agents, employees or consultants of any of them) who is not a party to this Contract unless:
 - 1. the inclusion of such other individual or entity is necessary if complete relief is to be afforded among those who are already parties to the arbitration; and
 - 2. such other individual or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration and which will arise in such proceedings.
- D. The award rendered by the arbitrator(s) shall be consistent with the agreement of the parties, in writing, and include a concise breakdown of the award, and a written explanation of the award specifically citing the Contract provisions deemed applicable and relied on in making the award.
- E. The award will be final. Judgment may be entered upon it in any court having jurisdiction thereof, and it will not be subject to modification or appeal, subject to provisions of the Laws and Regulations relating to vacating or modifying an arbitral award.
- F. The fees and expenses of the arbitrators and any arbitration service shall be shared equally by Owner and Contractor.

SC-ARTICLE 19. Add the following new Article:

ARTICLE 19 – NO DISCRIMINATION

SC-19.01 The Contractor will not discriminate against any employee or applicant for employment on the basis of sexual or affectional preference or orientation.

SC-ARTICLE 20. Add the following new Article:

ARTICLE 20 – NEW YORK STATE PUBLIC WORKS LABOR LAWS

SC-20.01 10-Hour Safety Course (NYS Labor Law Section 220-h, eff. 7/18/08).

A. All laborers, workers, and mechanics employed in the performance of the contract on the public work site, either by the contractor, subcontractor or other person or contracting to the whole or a part of the work contemplated by the contract, shall be certified prior to performing any work on the project as having successfully completed a course in construction safety and health approved by the United States Department of Labor’s Occupational Safety and Health Administration is at least ten hours in duration.

SC-20.02 Compliance with Prevailing Wage and Supplements Laws

- A. The following outlines the procedures required by Sections 220 and 220-a of the New York State Labor Law to ensure that all laborers working on this Contract are paid prevailing wages and supplements. Compliance with these procedures, including the filing of payrolls in a manner consistent with Section 220(3-a) of New York Labor Law, is a condition precedent to payment of any sums due and owing to the Contractor for work performed on the Project that is the subject matter of this Contract.
1. Public improvement contractors and subcontractors must provide each of their subcontractors with a copy of the schedule of wages and supplements specified in the public improvement contract before each of the subcontractor’s work is started.
 2. Pursuant to Section 220-a(1) of New York Labor Law, upon receipt from the public improvement contractors and subcontractors of a copy of the schedule of wages and supplement specified in the public improvement contract, the subcontractors engaged by a public improvement contractor or subcontractor that engaged them a verified statement attesting that the subcontractor has received and reviewed the schedule of wages and supplements and any subsequently issued schedule and agrees that it will pay the applicable prevailing wages and will pay or provide the supplements specified therein. A blank subcontractor’s verified statement that meets the requirements of Section 220-a(1) of the New York Labor Law can be found on herein.
 3. The public improvement contractors and subcontractors must immediately obtain their subcontractors’ verified statements. Such verified statements must be maintained by the public improvement contractors and subcontractors until the final payment has been made.
 4. Pursuant to Section 220-a(2) of New York Labor Law, before approval and issuance of final payment on this contract, the Contractor is required to file with the Owner every verified statement required to be obtained by the Contractor from its subcontractors and to file a verified statement with the Owner certifying to the amounts then due and owing from such contractor filing such statement to or on behalf of any and all laborers for daily or weekly wages or supplements on account of labor performed upon the work under the Contract, setting forth therein the names of the persons whose wages of supplements are unpaid and the amount due to each or on behalf of each, respectively. The Contractor’s verified statement shall also set forth the amounts known by the Contractor to be then due and owing from each subcontractor, or from

a subcontractor of such subcontractor, for wages or supplements, or shall certify that the Contractor has no knowledge of such amounts owing to or on behalf of any laborers of its subcontractors, and that in the event it is determined by the Commissioner of Labor that the wages or supplements or both of any employees of such subcontractors have not been paid or provided pursuant to the appropriate schedule of wages and supplements, the Contractor shall be responsible for payment of such wages or supplements pursuant to the provisions of Section 223 of the New York Labor Law. A blank contractor's verified statement that meets the requirements of Section 220-a(1) of the New York Labor Law can be found with the prevailing wage insert in this Project Manual.

5. If revised schedules of wages and supplements are issued after the verified statement required in subparagraph 2 herein has been provided by the subcontractors, the public improvement contractors and subcontractors must provide each subcontractor with such revised schedules and receive and obtain from each subcontractor a new verified statement.
6. Each contractor and subcontractor shall submit to the Owner within thirty days after the issuance of its first payroll on the Project and every thirty days thereafter, a transcript of the payroll record, as provided for in Article 8 of the New York Labor Law, subscribed to and sworn to or affirmed as true under the penalties of perjury.
7. To satisfy the requirements set forth subparagraph 2 and subparagraph 4, a copy of the subcontractor(s)' verified statement(s) and the Contractor's verified statement must be submitted to the Owner with the Contractor's final payment request. At the same time, the original of the subcontractor(s)' verified statement(s) and the Contractor's verified statement must be sent to the Owner. Failure to obtain and provide the required verified statements will delay the Contractor's final payment.
8. The term "subcontractor" applies to both the subcontractor of the Contractor and subcontractors of a subcontractor.

SC-20.03 Compliance with New York State Public Works Labor Laws

- A. Contractor shall comply with the requirements of New York State Labor Law Article 8, et. seq.). These laws are summarized in the prevailing wage insert in this Project Manual.

SC-20.04 NYS Public Works Labor Laws Web Page

- A. Additional information can be found at the NYS Department of Labor Web pages pertaining to Public Work: <https://www.labor.ny.gov/workerprotection/publicwork/pwcontents.shtm>

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SECTION 00 91 13.XX

ADDENDUM NO. XX

CITY OF PLATTSBURGH
CITY OF PLATTSBURGH VETERANS MEMORIAL PARK IMPROVEMENTS
CONTRACT NO. 1 – GENERAL CONSTRUCTION

Addendum No. XX
Date Issued: DD MMM YYYY

The attention of bidders is called to the following changes to the Bid Documents, shall be taken into account in the preparation of Bids, and shall be a part of the Bid Documents

Bidders must acknowledge receipt of this Addendum on page 1 of the Bid Form.

PROJECT MANUAL

Section Description

DRAWINGS

Sheet No. Description

++ END OF ADDENDUM XX ++

Barton & Loguidice, D.P.C.

[Engineer-in-Charge]
[Title]

[ENGR]/[GTA]
Attachments

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853.027.001

ADDENDUM
00 91 13-1

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SECTION 01 26 00

CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.01 PROPOSAL REQUESTS

- A. The Owner may, in anticipation of ordering an addition, deletion, or revision to the Work, request Contractor prepare a detailed proposal of cost and times to perform contemplated change.
- B. Proposal requests will include reference number for tracking purposes and detailed description of and reason for proposed change, and such additional information as appropriate and as may be required for Contractor to accurately estimate cost and time impact on the Project.
- C. Proposal request is for information only; Contractor is neither authorized to execute proposed change nor stop Work in progress as a result of such request.
- D. Contractor's written proposal shall be transmitted to Owner promptly, but not later than 10 days after Contractor's receipt of Owner's written request. Proposal shall remain firm for a maximum period of 30 days after receipt.
- E. Owner's request for proposal or Contractor's failure to submit such proposal within the required time period will not justify a Claim for an adjustment in Contract Price or Contract Times.
- F. Contractor may propose changes by submitting a request for change to Owner, describing the proposed change and its full effect on the Work. Include a statement describing the reason for the change, and the effect on the Contract Price and Contract Time with full documentation.

1.02 CLAIMS

- A. The section supplements the requirements of General Conditions Paragraph 12.01.
- B. Include at a minimum:
 - 1. Specific reference including:
 - a. Submittal number.
 - b. Date reviewed.
 - c. Owner's comment, as applicable with appropriate attachments.
 - 2. Stipulated facts and pertinent documents, including photographs and statements.
 - 3. Interpretations relied upon.
 - 4. Description of:
 - a. Nature and extent of Claim.
 - b. Who or what caused the situation.
 - c. Impact to the Work and work of others.

- d. Discussion of claimant's justification for requesting a change to price, time, or both.
5. Estimated adjustment in price claimant believes it is entitled to with full documentation and justification.
6. Schedule-related impacts shall be described in general terms supported by available progress schedule updates when required by the Owner.
7. Documentation as may be necessary as set forth below for Work Change Directive, and as Owner may otherwise require.

1.03 WORK CHANGE DIRECTIVES

A. General

1. Work Change Directives may be issued by the Owner to authorize additions, deletions, or revisions to the Work.
2. A Work Change Directive does not automatically change the Contract Price or Contract Times.

B. Procedures:

1. The Owner will issue the Work Change Directive describing the Work to be performed.
2. The Contractor shall proceed with the Work upon receipt of the directive.
3. Upon completion (or when directed by Owner), Contractor shall submit documentation of the Work performed for review and potential incorporation into a Change Order.

C. Documentation:

1. Contractor shall provide reasonable records of labor, materials, and equipment used for the Work.
2. Documentation shall be sufficient to support pricing of the Work for Change Order purposes.
3. Detailed payroll records, invoices, and equipment logs shall only be required if specifically requested by Owner.

D. Conversion to Change Order

1. Work performed under a Work Change Directive shall be incorporated into a Change Order at a later date.
2. Final adjustment of Contract Price and/or Contract Times, if any, shall be made in the Change Order.

1.04 CHANGE ORDERS

A. General

1. Change Orders are written agreements between the Owner and Contractor to modify the Work, Contract Price, and/or Contract Times.
2. Change Orders shall be issued only with written agreement of both parties

B. Procedure:

1. The Owner will prepare a Change Order describing the scope of Work and proposed adjustment to Contract Price and/or Contract Times.
2. The Contractor shall review the Change Order and, if acceptable, sign and return it to the Owner.

3. The Owner will execute the Change Order upon agreement and distribute copies to the Contractor.

C. Effect of Execution

1. Upon execution, the Contractor shall proceed with the Work described in the Change Order.
2. The Contractor shall adjust the Schedule of Values and Application for Payment to reflect the Change Order.
3. If Contract Times are adjusted, the Contractor shall update the Progress Schedule accordingly.

D. Agreement of the Parties

By executing a Change Order, Owner and Contractor agree that:

1. The Change Order represents full agreement on scope, compensation, and time adjustment, if any.
2. The Change Order constitutes full settlement for the modified Work described therein.
3. All other Contract requirements remain unchanged unless specifically modified.

1.05 COST OF THE WORK

- A. If Work is performed on a force account basis, costs shall be based on actual documented labor, materials, and equipment costs subject to Owner approval.

1.06 FIELD ORDER

- A. The section supplements the requirements of General Conditions Paragraph 11.01.A.3.
- B. Field Orders may be issued by Owner and shall be incorporated into Change Orders as applicable.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

++ END OF SECTION ++

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SECTION 01 29 00

PAYMENT PROCEDURES

PART 1 - GENERAL

1.01 SUBMITTALS

- A. Informational Submittals:
 - 1. Schedule of Values: Submit on Form EJCDC C-620.
 - 2. Application for Payment.
 - 3. Final Application for Payment

1.02 CONTINGENCY ALLOWANCE

- A. The contingency allowance will be administered in accordance with Paragraph 13.02 of the General Conditions.

1.03 SCHEDULE OF VALUES

- A. Prepare a separate Schedule of Values for each schedule of the Work under the Agreement.
- B. Upon request of Engineer, provide documentation to support the accuracy of the Schedule of Values.
- C. An unbalanced or front-loaded Schedule of Values will not be accepted.
- D. Summation of the complete Schedule of Values representing all the Work shall equal the Contract Price.
- E. Unit Price Work: Reflect unit price quantity and price breakdown from conformed Bid Form.
- F. Lump Sum Work:
 - 1. Reflect specified allowances, as applicable.
 - 2. List bonds and insurance premiums, mobilization, demobilization, Progress Schedule preparation and updates, equipment testing, and contract closeout separately.
 - 3. Each line item shall include a directly proportional amount of the Contractor's overhead and profit.
 - 4. Line items shall be subdivided into the Bid Items shown on the Bid Form and further subdivided by structure.
 - 5. At a minimum, all 4-inch diameter and larger yard piping shall be broken out by size and include all associated, trenching, backfill, and compaction costs excluding pavement that may be located above.
 - 6. Paving shall include all associated excavation, subbase, base, pavement, backfill and compaction.
 - 7. At a minimum, concrete shall be subdivided as follows:
 - a. Slab-on-Grade, 8-inches thick or less.

- b. Slab-on-Grade: Greater than 8-inches thick.
 - c. Walls.
 - d. Columns.
 - e. Beams.
 - f. Suspended slabs.
 - g. Reinforced fill.
 - h. Unreinforced fill.
 - i. Miscellaneous.
8. Revise Schedule of Values to include executed Change Orders with each Application for Payment.

1.04 SCHEDULE OF ESTIMATED PROGRESS PAYMENTS

- A. Show estimated payment requests throughout Contract Times aggregating initial Contract Price.
- B. Base estimated progress payments on initially acceptable Progress Schedule. Adjust to reflect subsequent adjustments in Progress Schedule and Contract Price as reflected by modifications to the Contract Documents.

1.05 APPLICATION FOR PAYMENT

- A. Submit three (3) original signature versions of each application on forms.
- B. Contractor shall have all record documents as identified in General Conditions Article 7.11 current and up to date prior to submitting Applications for Payment.
- C. Use detailed Application for Payment EJCDC C-620.
- D. Prepare separate form for each schedule, as applicable.
- E. Include accepted Schedule of Values for each schedule or portion of lump sum Work and the unit price breakdown for the portions of Work to be paid on a unit price basis.
- F. Include separate line items for each Change Order and Work Change Directive executed prior to date of submission. Provide further breakdown of such, as requested by Engineer.

1.06 PAY ITEMS

- A. General
 - 1. Payment will be made based on the completion of work associated with the Pay Items listed in the Bid Form (Article 5).
 - 2. Each pay item price shall be full compensation for furnishing all labor, materials, equipment, tools, transportation, delivery, handling, storage, supervision, permits, insurance, testing, quality control, cleanup, and incidentals necessary to complete the work in place, fully functional, and ready for use.

3. No separate or additional payment will be made for incidental work or materials not specifically listed but required to complete the project as intended.
4. The Contractor shall include all overhead, profit, mobilization, demobilization, temporary facilities, safety measures, and restoration in the pay item prices.

B. Pay Items

1. Base Bid Item 1.01 – Veterans Memorial Park Improvements
 - a. Lump Sum (LS) payment for all work indicated in the Contract Documents.
 - b. Includes, but is not limited to:
 - 1) Removals and Site Preparation: Demolition, clearing, grubbing, disposal, and site preparation as indicated.
 - 2) Earthwork and Grading: Excavation, fill, compaction, fine grading, subgrade preparation.
 - 3) Pavements and Walkways: Concrete, exposed aggregate concrete.
 - 4) Site Features: Lighting, foundations, hardscape elements.
 - 5) Material Procurement and Handling: All delivery, storage, and protection of materials.
 - 6) Installation: Complete in-place construction including all accessories, adjustments, and testing.
 - 7) Cleanup and Restoration: Final cleaning, fine grading, topsoil placement, seeding, and restoration of disturbed areas.

C. Measurement and Payment

1. Measurement: All items will be measured as lump sum units, based on completion of work as specified. No partial measurements unless explicitly approved by the Owner.
2. Payment Basis: Payment for each item shall constitute full compensation for the complete work described under that pay item, including all labor, materials, equipment, and incidental work required for proper completion.

1.07 NONPAYMENT FOR REJECTED OR UNUSED PRODUCTS

A. Payment will not be made for the following:

1. Loading, hauling, and disposing of rejected material.
2. Quantities of material wasted or disposed in a manner not called for in the Contract Documents.
3. Rejected loads of material, including material rejected after it has been placed by reason of failure of Contractor to conform to provision of Contract Documents.
4. Material not unloaded from transporting vehicle.
5. Defective Work not accepted by Owner.
6. Material remaining on hand after completion of the Work.

1.08 PARTIAL PAYMENT FOR STORED MATERIALS AND EQUIPMENT

- A. Partial Payment: No partial payments will be made for materials and equipment delivered or stored unless Shop Drawings have been approved and preliminary operation and maintenance data has been accepted by Engineer.
- B. Final Payment:
 - 1. Will be made only for products incorporated into the Work.
 - 2. Remaining products, for which partial payments have been made shall revert to Contractor unless otherwise agreed, and partial payments made for those items will be deducted from final payment.

1.09 PARTIAL PAYMENT FOR UNDELIVERED, PROJECT-SPECIFIC MANUFACTURED OR FABRICATED EQUIPMENT

- A. Notwithstanding the aforementioned provisions, partial payments for undelivered (not yet delivered to Site or not stored in the vicinity of the Site) products specifically manufactured for this Project, excluding off-the-shelf or catalog items, will be made for products listed below when all following conditions exist:
 - 1. Partial payment request is supported by written acknowledgement from Suppliers that invoice requirements have been met.
 - 2. Equipment is adequately insured, maintained, stored, and protected by appropriate security measures.
 - 3. Each equipment items is clearly marked and segregated from other items to permit inventory and accountability.
 - 4. Authorization has been provided for access to storage Site for Engineer and Owner.
 - 5. Equipment meets applicable Specifications of these Contract Documents.
- B. Failure of Contractor to continue compliance with above requirements shall give cause for Owner to withhold payments made for such equipment from future partial payments.

PART 2 - PRODUCTS

(Not Used)

PART 3 - EXECUTION

(Not Used)

++ END OF SECTION ++

SECTION 01 29 00.10

LIEN WAIVER AND RELEASE

WHEREAS, _____, hereafter called the "Undersigned," having entered into a written contract or purchase order with the City of Plattsburgh, hereafter call the "Owner", for the supplying of materials and/or the furnishing of labor and materials, or the furnishing of labor only for the project known as the City of Plattsburgh Veterans Memorial Park Improvements Project.

WHEREAS, Undersigned has requisitioned a PARTIAL/FINAL payment from the Owner pursuant to such contract or purchase order.

NOW, THEREFORE, for good and valuable consideration including the PARTIAL/FINAL payment of \$_____ provided for herein, Undersigned agrees as follows:

- 1) Upon receiving payment from the Owner, the payment to which this instrument refers, Undersigned agrees not in any way to claim or file a mechanic's lien or other lien against said project, premises or any part thereof, or on the monies or other consideration due to become due for the Owner for any of the materials heretofore furnished or work or labor performed or furnished by the Undersigned. Further, the Undersigned hereby formally and irrevocably releases and waives in writing every and any lien, charges or claim of any nature whatsoever that it has, or as to which it may at any time have been entitled, up to and including the date hereof in connection with the said project, except for any unpaid retained monies unless the payment herein is payment of retainage, which lien waiver shall be for the benefit of the Owner of the Project.

- 2) The Undersigned further says that all monies due for this work which includes all labor, material, fuel, transportation and equipment, fringe benefits, pension funds, apprentice training programs, employee vacations, welfare funds, and similar funds and payments as well as all applicable sales and used taxes, royalties, commissions, permits, bonds, guarantees, insurances, licenses, or patent fees have been paid in full except as noted below. (If none write "NONE").

And that there are no persons in a position to have or file a lien against the above mentioned work and/or the premises on which the same is located on account of any labor or materials furnished to Undersigned or any of the Undersigned's subcontractors or suppliers.

- 3) Undersigned agrees that the lien waiver appearing in Paragraph "1" hereof shall be deemed to be in compliance with the Lien Law of the State of New York.

- 4) Undersigned agrees that any of its subcontractors or suppliers being entitled to any of the proceeds of the within payments have been paid except as noted below. (If none write "NONE").

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- 5) Furthermore, Undersigned hereby formally and irrevocably releases and waives any rights to make a claim upon any labor and material payment bond issued to the Owner, for this project on account of the labor, services, materials, fixtures or supplies heretofore furnished to this date by the Undersigned for the said project.
 - 6) Furthermore, Undersigned hereby formally and irrevocably releases the Owner from all claims of liability, loss or damage to the Undersigned except as noted otherwise herein for anything furnished or performed in connection with, relating to or arising out of the contract or out of the work covered by said contract, including, but not limited to, all claims for extra work, labor or materials, delays or increased costs due to changed conditions, loss of efficiency or productivity, nonsequential work operations, delays, acceleration, suspension of work, and for any prior act, neglect or default on the part of the Owner, or any of its officers, agents or employees in connection therewith, up to and including the date of this waiver, except for any unpaid retained monies.
 - 7) The Undersigned further acknowledges that neither the aforesaid payment nor acceptances by the Owner, of the work covered by the aforementioned contract and/or purchase order shall in any way or manner operate as, or constitute a release or waiver of the Undersigned's obligations, undertaking or liabilities under said contract or purchase order or in any way affect or limit the same.

This Agreement shall run to the benefit of the Owner, its successors and assigns; signed and dated this _____ day of _____, 20__.

AMOUNT OF THIS

PARTIAL/FINAL PAYMENT: \$_____

Office/Authorized Signature

Printed Name and Title

Sworn to before me this _____ day of _____, 200__.

Notary Public

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SECTION 01 33 00

SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.01 SUMMARY

- A. Section includes requirements for the Schedule of Submittals and administrative and procedural requirements for submitting Shop Drawings Samples, and other submittals.

1.02 DEFINITIONS

- A. Action Submittals:
 - 1. Written and graphic information and physical samples that require Engineer's responsive action.
 - 2. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."
- B. Informational Submittals:
 - 1. Written and graphic information and physical Samples that do not require Engineer's responsive action.
 - 2. Submittals may be rejected for not complying with requirements.
 - 3. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals".
- C. Portable Document Format (PDF): An open file format standard licensed by Adobe Systems used for representing documents in a device-independent and display resolution-independent fixed-layout document format.

1.03 FORMAT

- A. Contractor shall be responsible for submittal all information necessary for submittal approvals. Make submittals to the office of the City Clerk: City of Plattsburgh, 41 City Hall Place, Plattsburgh, New York 12901.
- B. A letter of transmittal shall accompany each submittal. If data for more than one section of the Specifications is submitted, a separate transmittal letter shall accompany the data submitted for each section.
- C. If a Shop Drawing deviates from the requirements of the Contract Documents, Contractor shall specifically note each deviation in its letter of transmittal.
- D. When Samples are required, the quantities are identified in the individual Specification sections.
- E. Contractor's approval:
 - 1. All submittals shall bear the stamp of approval and signature of Contractor as evidence that the submittal has been reviewed by Contractor.

2. Submittals without this stamp of approval will not be reviewed and will be returned to Contractor.
3. Contractor's stamp shall contain the following minimum information:
 - a. Project: City of Plattsburgh Veterans Memorial Park Improvements Project
 - b. Contract No: 1 – General Improvements
 - c. Contractor:
 - d. Date:
 - e. Specification section:
 - f. Drawing number(s):
 - g. Submittal No.: BBBB-SS SS SS-sss-rrr, where:
 - 1) BBBB: Bid No.
 - 2) SS SS SS: Specification section number.
 - 3) sss: sequential submittal number.
 - 4) rrr: submittal revision number. All initial submittals shall be revision number "000".

- F. Electronic Submittals: Identify and incorporate information in each electronic submittal file as follows:
1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification section.
 2. Submit electronically in PDF format (or DWF format as applicable).
 3. Paper Submittals: No paper submittals will be accepted as part of this Project unless specifically required as part of the Contract Documents or requested by Engineer or Engineer's consultants.

- G. Resubmittals:
1. Make resubmittals in same form and number of copies as initial submittal.
 2. Resubmittals shall be as a standalone submittal, including all applicable information from the previous submittals.
 3. Resubmittals that only include information on revised items will be returned without review.
 4. Note date and content of previous submittal.
 5. Note date and content of revision in label or title block and clearly indicate extent of revision.
 6. Contractor must clearly draw attention to additional revisions made that were not requested in previous submittal review comments.
 7. Resubmit submittals until they are marked with approval notation from Engineer's action stamp.

1.04 SCHEDULE OF SUBMITTALS

- A. Submit three copies of preliminary Schedule of Submittals in accordance with General Conditions Article 2.03.
- B. Revise and resubmit until acceptable to Engineer.

1.05 OR-EQUALS AND SUBSTITUTIONS

- A. Requests for substitutions or consideration of "or equal" items shall be handled as specified in the General Conditions, as modified in the Supplementary Conditions.

- B. Substitutions or “or equal” items shown or implied on the submittal are prohibited and will be rejected.

1.06 DELEGATED DESIGN SERVICES

- A. Performance and design criteria:
 - 1. Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
 - 2. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Engineer.
- B. Delegated-design services certification:
 - 1. In addition to Shop Drawings, and other submittals, submit digitally signed PDF electronic file copies of certificate, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.
 - 2. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

PART 2 - PRODUCTS

(Not used)

PART 3 - EXECUTION

3.01 CONTRACTOR’S RESPONSIBILITIES

- A. General:
 - 1. Contractor shall forward submittals well in advance of the need for the material or equipment for construction and with required allowance for time required to make delivery of material or equipment after data covering such is approved.
 - 2. Contractor assumes the risk for all material or equipment that is ordered, fabricated, or shipped prior to the approval of submittals.
 - 3. No material or equipment will be permitted to be incorporated into the Work nor will such be included in Applications for Payment until approval thereof has been obtained in the manner specified herein.
- B. Coordination:
 - 1. It is Contractor’s responsibility to review submittals of its Suppliers and Subcontractors before transmitting them to Engineer to assure proper coordination of the Work, to determine that each submittal is in accordance with the Contract Documents, and that there is sufficient information about material and equipment for Engineer to determine compliance with the Contract Documents.

2. Incomplete or inadequate submittals will be returned for revision without review, as specified herein.
 3. Approval of submittals shall not relieve Contractor from the obligation of furnishing material and equipment of proper dimension, size, quality, quantity, and all performance characteristics to perform the requirements and intent of the Contract Documents
 4. Engineer's approval shall not relieve Contractor from responsibility for errors of any sort on the submittals.
 5. Approval is intended only to assure conformance with the design concept of the Project and compliance with the information given in the Contract Documents.
 6. Contractor is responsible for dimensions which shall be confirmed and correlated at the Site.
 7. Contractor is responsible for information that pertains solely to the fabrication processes or to the technique of construction and for the coordination of the Work of all trades.
- C. Engineer's approval:
1. Submittals not bearing the Engineer's "approved" or "approved as noted" notation shall not be used, issued to Subcontractors, nor utilized for construction purposes.
 2. No work shall be performed or equipment installed without an approved Shop Drawing or submittal.
 3. Contractor assumes the risk for all work performed or equipment installed without an approved Shop Drawing or submittal.
 4. In the event Contractor obtains Engineer's approval for the use of equipment other than that which is shown or specified, Contractor shall, at its own expense and using methods approved by Engineer, make all changes to the Work, including structures, piping, electrical, equipment and controls, that may be necessary to accommodate this equipment.

3.02 ENGINEER'S ACTION

- A. Engineer will review and process all submittals promptly, but a reasonable time shall be allowed for submittal transmittals, reviews, and revisions.
- B. Contractor shall allow fifteen (15) days for each submittal review and response in the preparation of Progress Schedule unless otherwise specified in the Contract Documents.
- C. In preparing its Construction Progress Schedule, Contractor shall allow for two (2) submittal review cycles for each submittal.
- D. Owner may back-charge Contractor for costs associated with reviewing the third and successive submittal(s).
- E. Engineer will document and notify Owner in writing of all such back charges to be deducted Applications for Payment.

3.03 SUBMITTAL STATUS AND PROCEDURE

- A. After Engineer completes its review, the submittal will be marked with one of the following dispositions:
 - 1. Approved.
 - 2. Approved as noted.
 - 3. No action required.
 - 4. Revise as noted - Resubmit.
 - 5. Rejected – Resubmit as specified.

- B. Submittals marked “Approved”:
 - 1. Submittals that conform to the Contract Documents without comment will be issued a disposition of “Approved”.
 - 2. Contractor may order, fabricate, or ship the materials included in the submittal.

- C. Submittals marked “Approved as noted”:
 - 1. Submittals that conform to the Contract Documents with correction of minor clarifications or omissions will be issued a disposition of “Approved as noted”.
 - 2. Contractor may order, fabricate, or ship the materials included in the submittal that incorporates Engineer’s comments.

- D. Submittals marked “No action required”: Informational submittals will be issued a disposition of “No action required”, acknowledging to Contractor Engineer’s receipt of the submittal.

- E. Submittals marked “Revise as noted - Resubmit”:
 - 1. Submittals that include a named manufacturer or supplier, but contain insufficient information to determine conformance to the Contract Documents will be issued a disposition of “Revise and Resubmit”.
 - 2. Contractor shall make corrections to satisfy the deficiencies indicated and repeat the submittal procedure.
 - 3. The resubmittal shall conform to the submittal numbering procedure specified herein.

- F. Submittals marked “Rejected – Resubmit as specified”:
 - 1. Submittals that do not conform to the Contract Documents will be issued a disposition of “Rejected – Resubmit as specified”.

- G. Contractor shall revise the submittal to incorporate equipment or products that comply with the requirements of the Contract Documents.

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SECTION 01 50 00

TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.01 REFERENCES

- A. The following is a list of standards which may be referenced in this section
 - 1. American Nursery and Landscape Association (ANLA): American Standards for Nursery Stock.
 - 2. Federal Emergency Management Agency (FEMA).
 - 3. National Fire Prevention Association (NFPA): 241, Standard for Safeguarding Construction, Alteration, and Demolition Operations.
 - 4. Telecommunications Industry Association (TIA): 568-C, Commercial Building Telecommunications Cabling Standard.
 - 5. U.S. Department of Agriculture (USDA): Urban Hydrology for Small Watersheds.
 - 6. U.S. Weather Bureau: Rainfall-Frequency Atlas of the U.S. for Durations from 30 Minutes to 24 Hours and Return Periods from 1 to 100 years.

1.02 SUBMITTALS

- A. Informational Submittals:
 - 1. Copies of permits and approvals for construction as required by Laws and Regulations and governing agencies.
 - 2. Temporary Utility submittals:
 - a. Electric power supply and distribution plans.
 - b. Dewatering well locations.
 - 3. Site Utilization Plan:
 - a. Access Roads: Routes, cross-sections, and drainage facilities.
 - b. Parking area plans.
 - c. Contractor's field office, storage yard, and storage building plans, including gravel surfaced areas.
 - d. Fencing and protective barrier locations and details.
 - e. Engineer's field office plans.
 - f. Staging area location plan.
 - g. Traffic and pedestrian control and routing plans: As specified herein, and proposed revisions thereto.
 - h. Plan for maintenance of existing operations.
 - 4. Temporary Control Submittals:
 - a. Noise control plan.
 - b. Dust control plan.
 - c. Plan for disposal of waste materials and intended haul routes.
 - 5. Project Sign and Construction Traffic Signs:

- a. Submit layouts for approval prior to fabrication and delivery.
- b. Design all signs and supports to withstand 75 mph wind load.

1.03 MOBILIZATION

- A. Mobilization shall include, but not be limited to, these principle items:
 - 1. Obtaining required permits.
 - 2. Moving Contractor's field office and equipment required for first month.
 - 3. Installing temporary construction power, wiring and lighting facilities.
 - 4. Providing onsite communication facilities, including telephones.
 - 5. Providing onsite sanitary facilities and potable water facilities as specified and as required by Laws and Regulations.
 - 6. Arrange for and erection of, Contractor's work and storage yard.
 - 7. Posting OSHA required notices and establishing safety programs and procedures.
 - 8. Having Contractor's superintendent at the Site full-time.
- B. Use area designated for Contractor's temporary facilities as shown on the Drawings or as directed by the Owner.

1.04 PROTECTION OF WORK AND PROPERTY

- A. Comply with Owner's safety rules while on Owner's property.
- B. Keep Owner informed of series onsite accidents and related claims.
- C. Use of explosives: No blasting or use of explosives will be allowed onsite.

1.05 VEHICULAR TRAFFIC

- A. Traffic Control Plan:
 - 1. Adhere to traffic control plan reviewed and accepted by Engineer.
 - 2. Changes to this plan shall be made only by written approval of appropriate public authority.
 - 3. Secure approvals for necessary changes so as not to delay progress of the Work.
- B. Traffic Routing Plan: Show sequences of construction affecting use of roadways, time required for each phase of the Work, provisions for decking over excavations and phasing of operations to provide necessary access, and plans for signing, barricading, and striping to provide passages for pedestrians and vehicles.

PART 2 - PRODUCTS

2.01 ENGINEER'S FIELD OFFICE

- A. General Contractor shall furnish equipment specified for exclusive use of Engineer and its representatives.
- B. Ownership of equipment furnished under this article will remain, unless otherwise specified, that of the Contractor.
- C. Equipment furnished shall be new or like new in appearance and function.
- D. Minimum features:
 - 1. 120-volt lighting and wall receptacles.
 - 2. Fluorescent ceiling lights.
 - 3. Electric heating and self-contained air conditioning unit, properly sized for Project location and conditions. Provide ample electric power to operate installed system.
 - 4. Railed stairways and landings at entrance.
 - 5. Sign on entrance door reading "ENGINEER", letter height 4 inches, minimum.
 - 6. Exterior doors:
 - a. Quantity: 2.
 - b. Type: solid core.
 - c. Locks: cylindrical keyed alike.
 - 7. Minimum quantity of windows: 2.
 - 8. Minimum interior height: 8'-0".
- E. Floor space: minimum 300 square feet, based on 12-foot by 25 foot trailer.
- F. Rooms: Two, with minimum private office floor space of 80 square feet, and remainder configured for open meeting or storage space.
- G. Plan table, plan rack, two double desks with desk surface located 29 inches from floor, two 2-drawer, steel file cabinets, and overhead shelf.
- H. General office equipment:
 - 1. Bottled water service: one, with cooler capable of producing both hot and cold water.
 - 2. Paper cup dispenser with full supply of cups: 1
 - 3. Paper towel dispenser quantity: 1.
 - 4. Desk chair: Two with the following characteristics:
 - a. Five-castor base.
 - b. Adjustable height.
 - c. Swivels.
 - d. Locking back.
 - e. Adjustable seat back for height and angle.
 - f. Adjustable arms.

5. Folding Table: 36 inches by 72 inches.
 6. Steel folding chairs: Six.
 7. Drafting table: one, 3 feet by 6 feet.
 8. Four drawer steel file with lock: one, legal width.
 9. Drawing rack with drawing hangers: one.
 10. Wastepaper basket: two.
 11. First Aid kit: one.
 12. A:B:C fire extinguisher: one 10-lb unit, wall hung.
- I. Contractor shall provide weekly office cleaning and trash service.
- J. Computer and hardware:
1. Contractor shall supply one, new completely assembled laptop computer.
 2. This computer shall be furnished to the Owner on completion and acceptance of the Work.
 3. Computer shall meet the following minimum requirements:
 - a. Lenovo ThinkPad X1, Carbon Gen 11, or approved equal.
 - b. Intel Core i7-1355U processor
 - c. Memory: 16 GB LPDDR5 6400 MHz.
 - d. Storage: 476 GB SSD Gen 4 Performance.
 - e. 14" WUXGA touchscreen, diagonal widescreen display.
 - f. Four x 360-degree quad-array built-in microphones.
 - g. Internal speakers.
 - h. Camera: FHD RGB with webcam privacy shutter.
 - i. Connectivity:
 - 1) 10/100 Base-T Ethernet.
 - 2) 2xUSB-C Thunderbolt 4.
 - 3) 2xUSB-A 3.2 Gen 1.
 - 4) Headphone/microphone combo.
 - 5) HDMI 2.1 supporting resolution up to 4K at 60 Hz.
 - j. WiFi:
 - 1) WLAN: WiFi 6E AX211 802.11AX
 - 2) Bluetooth 5.3.
 - k. Keyboard:
 - 1) Spill-resistant.
 - 2) Glass trackpad 110 mm.
 - 3) Backlit with white LED lighting.
 - 4) Air intake keys.
 - l. Norton anti-virus software, latest version.
 - m. Protective carrying case.
 4. Software and operating system:
 - a. Windows 11 Professional 64 with latest service packs, by Microsoft Corporation.

2.02 PROJECT SIGN

- A. General Contractor shall provide and maintain one project sign.
- B. Sign shall be constructed of 3/4-inch APA rated, A-B grade exterior plywood rabbeted into a 2"x 4" nominal frame or other suitable materials and shall meeting the design and graphic standard as shown on the attached schematic.

PART 3 - EXECUTION

3.01 ENGINEER'S FIELD OFFICE

- A. Make available for Engineer's use prior to start of the Work at the Site and to remain onsite for minimum of 30 days after final acceptance of the Work.
- B. Locate where directed by Engineer; level, block, tie down skirt, provide stairways, and relocated when necessary and approved. Construct on proper foundations and provide proper surface drainage and connections for utility services.
- C. Provide minimum 100 square feet of gravel or crushed rock base, minimum depth of 4 inches, at each entrance.
- D. Raise grade under field office, as necessary, to elevation adequate to avoid flooding.
- E. Provide sanitary facilities in compliance with State and local health authorities.
- F. Exterior door keys: Furnish two set(s) of keys.
- G. Local area network (LAN):
 - 1. Provide Ethernet network prewired in compliance with TIA-568-C.
 - 2. Ethernet wireless router shall be capable of a minimum of four connections.
 - 3. LAN shall be designed and installed by personnel experienced in similar LAN systems.

3.02 TEMPORARY UTILITIES

- A. Power:
 - 1. No electric power is available at the Site. Make arrangements to obtain and pay for electrical power used until final payment and acceptance by the Owner, unless otherwise recommended by the Engineer at Substantial Completion.

2. Cost of electric power shall be borne by the Contractor. No separate payment will be made.
- B. Lighting: provide temporary lighting to meet applicable safety requirements to allow erection, application, or installation of materials and equipment, and observation or inspection of the Work.
- C. Heating, Cooling, and Ventilating:
1. Provide as required to maintain adequate environmental conditions to facilitate progress of the Work, to meet specified minimum conditions for installation of materials, and to protect materials, equipment, and finishes from damage because of temperature or humidity. Costs for temporary heat shall be borne by the Contractor.
 2. Provide adequate forced air ventilation of enclosed areas to cure installed materials, to dispense humidity, and to prevent hazardous accumulations of dust, fumes, vapors, and gases.
 3. Pay costs of installation, maintenance, operation, removal, and fuel consumed.
 4. Provide portable unit heaters, complete with controls, oil- or gas-fired, and suitably vented to outside as required for protection of health and property.
 5. If permanent natural gas piping is used for temporary heating units, do not modify or re-route gas piping without approval of Gas Utility. Provide separate gas metering, as required by the Gas Utility.
- D. Water: No construction or potable water is available at the Site. Make arrangements for and bear the cost of providing water required for construction purposes and drinking by construction personnel during construction.
- E. Sanitary and Personnel Facilities: Provide and maintain facilities for Contractor's employees, Subcontractors, and other onsite employers' employees. Service, clean and maintain facilities and enclosures.
- F. Fire Protection: Furnish and maintain on Site adequate firefighting equipment capable of extinguishing incipient fires. Comply with applicable parts of NFPA 241.

3.03 PROTECTION OF WORK AND PROPERTY

- A. General:
1. Perform Work within right-of-way and easements in a systematic manner that minimizes inconvenience to property owners and the public.
 2. No residence or business shall be cut off from vehicular traffic for a period exceeding 4 hours, unless special arrangements have been made.

3. Maintain in continuous service existing oil and gas pipelines, underground power, telephone and communication cable, water mains, irrigation lines, sewers, poles and overhead power and other utilities encountered along the line of the Work, unless other arrangements satisfactory to the utility owners of have been made.
4. When completion of the Work requires temporary or permanent removal or relocation of existing utility, coordinate activities with utility owner and perform work to their satisfaction.
5. Protect, shore, brace, support, and maintain underground utility construction uncovered or otherwise affected by construction operations.
6. Keep fire hydrants and water control valves free from obstruction and available for use at all times.
7. In areas where Contractor's operations are adjacent to or near a utility such as gas, telephone, television, electric power, water, sewer, or irrigation system, and such operations may cause damage or inconvenience, suspend operations until arrangements necessary for protection have been made by the Contractor.
8. Notify property owners and utility offices that may be affected by construction operation at least 2 days in advance. Before exposing a utility, obtain utility owner's permission. Should service of utility be interrupted due to Contractor's activity, notify proper authority immediately. Cooperate with said authority in restoring service as promptly as possible and bear costs incurred.
9. Do not impair operation of existing sewer system. Prevent construction material and pavement, concrete, earth, volatile and corrosive wastes, and other debris from entering sewers, pump stations, and other utility structures.
10. Maintain original site drainage wherever possible.

B. Site Security:

1. Erect a temporary security fence for protection of the existing facilities, as specified in Section 32 31 13, Chain Link Fences and Gates. Maintain fence throughout the construction period. Obtain Engineer's written permission before removal of temporary security fencing.
2. Provide and maintain additional temporary security fences as necessary to protect the Work and Contractor-furnished products not yet installed.

C. Barricades and Lights:

1. Provide as required by the NYS DOT Manual of Uniform Traffic Control Devices and in sufficient quantity to safeguard public and the Work.
2. Provide as necessary to prevent unauthorized entry to construction areas and affected roads, streets, and alley ways, inside and outside of fenced area, and as required to ensure public safety and the safety of

the Contractor's employees, other employers' employees, and others who may be affected by the Work.

3. Provide to protect existing facilities and adjacent properties from potential damage.
4. Locate to enable access by facility operators and property owners.
5. Protect streets, roads, highways, and other public thoroughfares that are closed to traffic by effective barricades with acceptable warning signs.
6. Locate barricades at the nearest intersecting public thoroughfare on each side of the blocked section.
7. Illuminate barricades and obstructions with warning lights from sunset to sunrise.

D. Trees and Plantings:

1. Protect from damage and reserve trees, shrubs, and other plants outside limits of the Work and within limits of the Work, which are designated on Drawings to remain undisturbed.
 - a. Where practical, tunnel beneath trees when on or near line of trench.
 - b. Employ hand excavation as necessary to prevent tree injury.
 - c. Do not stockpile materials or permit traffic within drip lines of trees.
 - d. Provide and maintain temporary barricades around trees.
 - e. Water vegetation as necessary to maintain health.
 - f. Cover temporarily exposed roots with wet burlap and keep burlap moist until soil is replaced around roots.
 - g. No trees, except those specifically shown on Drawings to be removed shall be removed without written approval of the Engineer.
 - h. Dispose of removed trees in a legal manner offsite.
2. Balling and burlapping of trees indicated for replacement shall conform to recommended specifications set forth in the American Standards for Nursery Stock, published by the American Nursery and Landscape Association. Balls shall be firm and intact and made-balls will not be accepted. Handle ball and burlap trees by ball and not by top.
3. In the event of damage to bark, trunks, limbs, or roots of plants that are not designated for removal, treat damage by corrective pruning, bark tracing, application of a heavy coating of tree paint, and other accepted horticultural and tree surgery practices.
4. Replace each plant that dies as a result of construction activities.

E. Existing Structures:

1. Where Contractor contemplates removal of small structures such as mailboxes, signposts, and culverts that interfere with the Contractor's operations, obtain approval of property owner and Engineer.
2. Move mailboxes to temporary locations accessible to postal service.

3. Replace items removed in their original location and a condition equal to or better than original.
- F. Completed construction: Protect finished floors and concrete floors exposed as well as those covered with tile or other finish.
- G. Waterways: Keep ditches, culverts, and natural drainages continuously free of construction materials and debris.
- H. Dewatering:
1. Construct, maintain, and operate cofferdams, channels, flume drains, sumps, pumps, or other temporary diversion and protection works.
 2. Furnish materials required, install, maintain, and operate necessary pumping and other equipment for the environmentally safe removal and disposal of water from the various parts of the Work. Maintain foundations and parts of the Work free from water.
- I. Archeological Finds:
1. General: should finds of an archaeological or paleontological nature be made within the Site limits, immediately notify the Owner and Engineer and proceed in accordance with the General Conditions.
 2. Archaeological Finds: Evidence of human occupation or use of an area within Contract limits. Evidence may consist of skeletons, stone, or other utensils, or evidence of habitations or structures.
 3. Paleontological Finds: Evidence of prehistoric plant or animal life, such as skeletons, bones, fossils, or casts and other indications of such as pictographs.
 4. Owner may order the Work stopped in other areas if, in the Owner's opinion, find is more extensive than may appear from uncovered material.
 5. Protection of Finds:
 - a. Cover, fence, or otherwise protect finds until notice to resume the Work is given.
 - b. Cover finds with plastic film held in place by earth, rocks, or other weights placed outside the find. Should additional backfilling be necessary for safety or to prevent caving, place backfill material loosely over plastic film.
 - c. Sheet or shore as necessary to protect excavations underway. Place temporary fence to prevent unauthorized access.
 - d. Dewater finds made below water table as necessary to protect construction Work underway. Divert groundwater or surface runoff away from find by ditching or other acceptable means.
 6. Removal of Finds:
 - a. Finds are property of the Owner. Do not remove or disturb finds without Owner's written authorization.
 - b. Should Owner elect to have a find removed, provide equipment, labor, and material to permit safe removal of find

without damage. Provide transportation for delivery to individuals, institutions, or other places as Owner may find desirable, expedient, or required by law.

- J. Threatened and Endangered Species:
1. Take precautions necessary and prudent to protect native endangered and threatened flora and fauna.
 2. Notify the Engineer of construction activities that may threaten threatened and endangered species or their habitats.
 3. Engineer will mark areas known as habitats of threatened and endangered species prior to commencement of the Work.
 4. Additional areas will be marked by Engineer as other habitats of threatened and endangered species become known during construction.

3.04 TEMPORARY CONTROLS

- A. Air Pollution Control:
1. Minimize air pollution from construction operations.
 2. Burning of waste materials, rubbish, or other debris will not be allowed onsite.
 3. Conduct operations of dumping rock and of carrying rock away in trucks to cause a minimum of dust. Give unpaved streets, roads, detour, or haul roads used in construction area a dust-preventative treatment or periodically water to prevent dust. Strictly adhere to applicable environmental regulations for dust prevention.
 4. Provide and maintain temporary dust-tight partitions, bulkheads, or other protective devices during construction to permit normal operation of existing facilities. Construct partitions of plywood, insulating board, plastic sheets, or similar material. Construct partitions in such a manner that dust and dirt from demolition and cutting will not enter other parts of existing building or facilities. Remove temporary partitions as soon as need no longer exists.
- B. Noise control:
1. Provide acoustical barriers so noise emanating from tools or equipment will not exceed legal noise levels.
 2. Noise Control Plan: Propose plan to mitigate construction noise and comply with noise control ordinances, including method of construction, equipment to be used, and acoustical treatments.
- C. Water Pollution Control:
1. Divert sanitary sewage and non-storm waste flow interfering with construction and requiring diversion to sanitary sewers. Do not cause or permit action to occur which would cause an overflow to existing waterway.

2. Prior to commencing excavation and construction, obtain Owner's agreement with detailed plans showing procedures intended to manage and dispose of sewage, groundwater, and dewatering pump discharges.
 3. Comply with Section 01 57 13, Temporary Erosion and Sediment Control, for storm water flow and surface runoff.
 4. Do not dispose of volatile wastes such as mineral spirits, oil, chemicals, or paint thinner in storm or sanitary drains. Disposal of wastes into streams or waterways is prohibited. Provide acceptable containers for collection and disposal of waste materials, debris, and rubbish.
- D. Erosion, Sediment, and Flood Control: Provide, maintain, and operate temporary facilities as specified in Section 01 57 13, Temporary Erosion and Sediment Control, to control erosion and sediment releases, and to protect the Work and existing facilities from flooding during construction period.
- E. Project Signage:
1. Location of signs shall be as shown or as directed by the Engineer.
 2. Maintain signs so they are clean, legible, and upright. Keep grass and weeds cut away from signs.
 3. Repair and repaint damaged signs. Relocate signs as required by progress of Work.
 4. Remove signs when Project is completed or when directed by the Engineer.
 5. Signs to be relocated shall be removed, cleaned, and stored if not immediately reinstalled.

3.05 STORAGE YARDS AND BUILDINGS

- A. Coordinate requirements with Section 01 61 00, Common Product Requirements.
- B. Temporary Storage Yards: Construct temporary storage yards for storage of products that are not subject to damage by weather conditions.
- C. Temporary Storage Buildings:
 1. Provide environmental control systems that meet recommendations of manufacturers of equipment and material stored.
 2. Arrange or partition to provide security of contents and ready access for inspection and inventory.
 3. Store combustible materials (paints, solvents, fuels) in well-ventilated and remote building meeting safety standards.

3.06 ACCESS ROADS

- A. Construct access roads as shown and within easements, rights-of-way, or Project limits. Alignments for new routes shall be approved by the Engineer.

- B. Maintain drainage ways. Install and maintain culverts to allow water to flow beneath access roads. Provide corrosion-resistant culvert pipe of adequate strength to resist construction loads.
- C. Provide gravel, crushed rock, or other stabilization material to permit access by all motor vehicles at all times.
- D. Maintain road grade and crown to eliminate potholes, rutting, and other irregularities that restrict access.
- E. Coordinate with Engineer detours and other operations affecting traffic and access. Provide at least 72 hours' notice to Engineer of operations that will alter site access.
- F. Where access road crosses existing fences, install and maintain gates. Gates and gate posts shall comply with Section 32 31 26, Chain Link Fences and Gates.
- G. Upon completion of construction, restore ground surface disturbed by access road construction to grades as shown on the Drawings.

3.07 PARKING AREAS

- A. Control vehicular parking to preclude interference with public traffic or parking, access by emergency vehicles, Owner's operations, or construction operations.
- B. Provide parking facilities for personnel working on the Project. No employee or equipment parking will be permitted on Owner's existing paved areas, except as specifically designated for Contractor's use.
- C. Use area designated on Drawings or area as designated by the Owner for parking of Contractor's and Contractor's employees' vehicles.

3.08 VEHICULAR TRAFFIC

- A. Comply with Laws and Regulations regarding closing or restricting use of public streets or highways. No public or private road shall be closed, except by written permission of proper authority. Ensure the least possible obstruction to traffic and normal commercial pursuits.
- B. Conduct the Work to interfere as little as possible with public travel, whether vehicular or pedestrian.
- C. Whenever it is necessary to cross, close, or obstruct roads, driveways, and walks, whether public or private, provide and maintain suitable and safe bridges, detours, or other temporary expedients from accommodation of public and private travel.

- D. Road Closures: Maintain satisfactory means of exit for persons residing or having occasion to transact business along route of the Work. If it is necessary to close off roadway or alley providing sole vehicular access to property for periods greater than 2 hours, provide written notice to each owner so affected 3 days prior to such closure. In such cases, closing of up to 4 hours may be allowed. Closures of up to 10 hours may be allowed if a week's written notice is given and undue hardship does not result.
- E. Maintenance of Traffic is not required if Contractor obtains written permission from Owner and tenant of private property, or from authority having jurisdiction over public property involved, to obstruct traffic at designated point.
- F. In making street crossing, do not block more than one-half of the street at a time. Whenever possible, widen shoulder on opposite side to facilitate traffic flow. Provide temporary surfacing on shoulders as necessary.
- G. Maintain top of backfilled trenches before they are paved, to allow normal vehicular traffic to pass over. Provide temporary access driveways where required. Cleanup operations shall follow immediately behind backfilling.
- H. When flaggers and guards are required by regulation or when deemed necessary for safety, furnish them with approved orange wearing apparel and other regulation traffic control devices.
- I. Provide snow removal to facilitate normal vehicular traffic on public or private roads affected by construction. Perform snow removal promptly and efficiently by means of suitable equipment whenever necessary for safety, and as may be directed by proper authority.
- J. Notify fire department and police department before closing streets or portions thereof. Notify said departments when streets are again passable for emergency vehicles. Do not block off emergency vehicle access to consecutive arterial crossings or dead-end streets, in excess of 300 linear feet, without written permission from the fire department. Conduct operations with the least interference to fire equipment access, and at no time prevent such access. Furnish Contractor's night emergency telephone numbers to police department.
- K. Temporary Bridges:
 - 1. Construct temporary bridges at points where maintenance of traffic across pipeline construction is necessary.
 - 2. Make bridges over public streets, roads, and highways acceptable to authority having jurisdiction.
 - 3. Bridges erected over private roads and driveways shall be adequate for service to which they are subjected.
 - 4. Provide substantial guide rails and suitably protected approaches.

5. Provide footbridges not less than 4 feet wide with handrails and uprights of dressed lumber.
6. Maintain bridges in place as long as conditions of the Work require their use for safety of public, except that when necessary for proper prosecution of the Work in immediate vicinity of the bridge. Bridge may be relocated or temporarily removed for such periods as Engineer may permit.

3.09 CLEANING DURING CONSTRUCTION

- A. In accordance with the General Conditions, as may be specified in other specification sections, and as required herein.
- B. Wet down exterior surfaces prior to sweeping to prevent blowing of dust and debris. At least weekly, sweep floors (basins, tunnels, platforms, walkways, roof surfaces), and pick up and dispose of debris.
- C. Provide approved containers for collection and disposal of waste materials, debris, and rubbish off-site.
- D. At least weekly, brush sweep entry drive, roadways and other streets and walkways affected by the Work and where adjacent to the Work.

++ END OF SECTION ++

SECTION 01 57 13

TEMPORARY EROSION AND SEDIMENT CONTROL

PART 1 - GENERAL

1.01 SUMMARY

- A. Scope:
 - 1. This section covers work necessary for stabilization of soil to prevent erosion during and after construction and land-disturbing activities.
 - 2. The Work shall include the furnishing of all labor, material, tools, and equipment to perform the Work and services necessary as herein specified and as indicated on the Drawings.
 - 3. This shall include installation, maintenance, and final removal of all temporary soil erosion and sediment control measures.
- B. The minimum areas requiring soil erosion and sediment control measures are indicated on the Drawings.
- C. The Owner or Engineer reserves the right to modify the use, location, and quantities of soil erosion and sediment control, based on the Contractor's activities.
- D. See additional information noted on the Drawings.

1.02 GENERAL

- A. Refer to General Conditions and Division 01, General Requirements, which contain information and requirements that apply to the Work specified herein and are mandatory requirements of this Project.
- B. All activities shall conform to the latest edition of the New York State Storm Water Management Design Manual, the site-specific Storm Water Pollution Prevention Plan (SWPPP), the SPDES General Permit GP-0-20-001, and the Drawings. In the event of conflicting requirements, the more stringent requirements shall apply.
- C. Soil erosion stabilization and sedimentation control consist of the following elements:
 - 1. Maintenance of existing permanent or temporary storm drainage piping and channel systems, as necessary.
 - 2. Construction of new permanent and temporary storm drainage piping and channel systems, as necessary.
 - 3. Construction of temporary erosion control facilities such as silt fences, check dams, etc.
 - 4. Topsoil and seeding:
 - a. Placement and maintenance of Temporary Seeding on all areas disturbed by construction.
 - b. Placement of permanent topsoil, fertilizer, and seed, etc. in all areas not occupied by structures or pavement, unless shown otherwise.

5. Soil Stabilization Seeding: Placement of fertilizer, seed, etc. in areas as specified hereinafter.
- D. The Contractor shall be responsible for phasing and coordinating Work in areas allocated for respective use including proposed stockpile areas to restrict sediment transport. This will include installation of all temporary erosion and sediment control devices, ditches, or other facilities.
- E. The areas set aside for the Contractor's use during the Project may be temporarily developed to provide satisfactory working, staging, and administrative areas for its exclusive use. Preparation of these areas shall be in accordance with other requirements contained within these Specifications and shall be done in a manner to control all sediment transport away from the area.
- F. Sediment transport and erosion from working stockpiles shall be controlled and restricted from moving beyond the immediate stockpile area by installation of silt fence or fiber rolls and construction of temporary toe-of-slope ditches, as necessary. The Contractor shall keep these temporary facilities in operational condition by regular cleaning, regrading, and maintenance. Stockpiles remaining in place longer than 14 calendar days shall be stabilized as needed to prevent erosion.
- G. Sediment shall be removed and properly disposed of in accordance with applicable regulations and Owner direction.
- H. Replacement or repair of failed or overloaded silt fences, check dams, or other temporary erosion control devices shall be accomplished by the Contractor within a reasonable time as directed by the Owner.
- I. Unpaved earth drainage ditches shall be re-graded as needed to maintain original grade and remove sediment buildup. If a ditch becomes difficult to maintain, the Contractor shall cooperate with the Owner and install additional erosion control devices as directed by the Owner.
- J. If the Contractor fails to correct deficiencies within the specified time, the Owner may perform the work and deduct reasonable costs from payments due.

1.03 SUBMITTALS

- A. Comply with Section 01 33 00, Submittal Procedures.
- B. In addition, the Contractor shall provide the following specific information:
 1. Certificates of inspection of seed by State or Federal authorities and copies of delivery invoices or other proof of quantities of fertilizer.
 2. Manufacturer's certificate of compliance attesting that the geotextile meets the requirements of these Specifications.

PART 2 - PRODUCTS

2.01 PERMANENT SEED

- A. Seed shall be as specified under Section 32 92 00, Turfs and Grasses.

2.02 SOIL STABILIZATION AND TEMPORARY SEED

- A. Summer seed mix shall be Annual or Perennial Ryegrass.
- B. Winter seed mix shall be Certified Aroostook Winter Rye (cereal rye).

2.03 TOPSOIL

- A. Topsoil shall be as specified under Section 32 92 00, Turfs and Grasses.

2.04 FERTILIZER

- A. Fertilizer shall be as specified under Section 32 92 00, Turfs and Grasses.

2.05 LIME

- A. Lime shall be as specified under Section 32 92 00, Turfs and Grasses.

2.06 STRAW MULCH

- A. Threshed straw of oats, wheat, barley, or rye, free from seed of noxious weeds, or clean salt hay applied at 2 tons per acre.

2.07 EROSION CONTROL BLANKETS

- A. The erosion control blanket shall be a machine-produced mat of 70% agricultural straw and 30% coconut fiber matrix.
- B. The blanket shall be of consistent thickness with the straw and coconut fiber evenly distributed over the entire area of the mat.
- C. The blanket shall be covered on the top side with heavyweight photodegradable netting having ultraviolet additives to delay breakdown and an approximately 0.63-inch x 0.63-inch mesh.
- D. The bottom side shall be covered with a lightweight photodegradable polypropylene netting having an approximate 1/2-inch x 1/2-inch mesh. The blanket shall be sewn together on 1.5-inch centers with degradable thread.
- E. The erosion control blankets shall be SC150 as manufactured by North American Green, or equivalent.
- F. Material content:
 - 1. Matrix: 70% Straw Fiber (0.35 lbs/sy).
 - 2. 30% Coconut Fiber (0.15 lb/sy)

3. Netting Top: Heavyweight photodegradable with UV additives (3.0 lbs/1,000 sf).
 4. Bottom: Lightweight photodegradable (1.50 lbs/1,000 sf).
 5. Thread: Degradable.
- G. The functional longevity of the erosion control blanket shall be approximately 24 months.
- H. The blankets shall be manufactured with a colored line or thread stitched along both outer edges (approximately 2 – 5 inches from the edge) to ensure proper material overlapping.
- I. All erosion control blankets shall be properly stored by the Contractor at the site per manufacturer's recommendations.
- J. Blankets damaged during storage shall be replaced at the Contractor's expense.

2.08 COMPOST FILTER SOCKS

- A. Compost Filter Socks: Filtrexx SiltSoxx, FilterSoxx, Inlet Protection, or approved equal. The compost filter socks shall meet the following parameters and be installed per the following specifications:
1. Stakes: 2"x2"x36" – Minimum 12" embedment and minimum 3" exposed above device.

2.09 STABILIZED CONSTRUCTION ACCESS

- A. Stabilized Construction Entrance: Shall have a minimum length of 50 feet and a minimum width of 24 feet (two-way traffic) or 12 feet (one-way traffic).
1. Aggregate: Matrix of 1-4 inch stone or reclaimed or recycled concrete equivalent.
 2. Thickness: Not less than 6 inches.
 3. Width: 12 feet (one-way traffic), 24 feet (two-way traffic).
 4. Length: 50 feet minimum.
 5. Geotextile: Trevira Spunbound 1115, Mirafi 100X, Typar 3401, or equivalent with the following minimum requirements:
 - a. Grab tensile strength: 200 lbs. Test method: ASTM D1682.
 - b. Elongation at Failure: 50%. Test method: ASTM D1682.
 - c. Mullen Burst Strength: 190 psi. Test method: ASTM D3786.
 - d. Puncture Strength: 40 lbs. Test method: ASTM D751 (modified).
 - e. Equivalent Opening Size: 40-80. Test method: US Standard Sieve, CW-02215.

PART 3 - EXECUTION

3.01 GENERAL

- A. Install erosion and sediment control measures and maintain in accordance with the Drawings and applicable regulations.

- B. Provide and maintain Temporary Seeding at all times.

3.02 SEEDING

A. General:

1. The Contractor shall give reasonable notice to the Owner prior to seeding to allow the Owner to inspect the prepared areas. The Contractor shall rework all areas not approved for seeding to the Owner's satisfaction.
2. The Contractor shall keep the Owner advised of schedule of operations.
3. Seed shall be clean, delivered in original, unopened packages and bearing an analysis of the contents, meeting standard commercial quality requirements.

B. Schedules:

1. Seeding shall be performed in accordance with the following schedule:
 - a. Summer Seeding: From March 15 to June 15, and September 1 to October 15.
 - b. Winter Seeding: All other times of year, except when weather conditions prohibit further construction operations as determined by the Engineer.

C. Soil Stabilization and Temporary Seeding:

1. Soil stabilization seeding shall consist of the application of the following materials in quantities as further described herein for stockpiles and disturbed areas left inactive for more than 14 days:
 - a. Lime.
 - b. Fertilizer.
 - c. Temporary seed mix at 30 pounds per acre for summer seed mix or 100 pounds per acre for winter seed mix.
 - d. Mulch.
 - e. Maintenance.
2. Hydroseeding may be used if approved by Owner.
3. Temporary Seeding shall be placed and maintained over all disturbed areas prior to Permanent Seeding. Maintain Temporary Seeding until such time as areas are approved for Permanent Seeding. As a minimum, maintenance shall include:
 - a. Repair and re-seeding bare areas or re-disturbed areas.
 - b. Mowing for stands of grass or weeds exceeding 6 inches in height.

D. Topsoil and Permanent Seeding:

1. Comply with Section 32 92 00, Turf and Grasses.

++ END OF SECTION ++

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SECTION 01 61 00

COMMON PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.01 DEFINITIONS

A. Products:

1. New items for incorporation into the Work, whether purchased by Contractor for the Project, or taken from previously purchased stock, and may also include existing materials or components required for reuse.
2. Includes the terms material, equipment, machinery, components, subsystem, system, hardware, software and terms of similar intent and is not intended to change meaning of such other terms used in the Contract Documents, as those terms are self-explanatory and have well recognized meanings in the construction industry.
3. Items identified by manufacturer's product name, including make or model designation, indicated in manufacturer's published product literature, that is current as of the date of the Contract Documents.

1.02 DESIGN REQUIREMENTS

- ###### A.
- Where Contractor design is specified, design of installation, systems, equipment and components, including support and anchorage shall be in accordance with the provision of the latest edition of the New York State Uniform Fire Prevention and Building Code (Uniform Code) and applicable local amendments as enforced by the City of Plattsburgh Building Department.

1.03 ENVIRONMENTAL REQUIREMENTS

- ###### A.
- Altitude: Provide materials and equipment suitable for installation and operation under rated conditions nominally at 185 feet above sea level.

1.04 PREPARATION FOR SHIPMENT

- ###### A.
- When practical, factory-assemble products. Mark or tag separate parts and assemblies to facilitate field-assembly. Cover machined and unpainted parts that may be damaged by the elements with strippable protective coating.
- ###### B.
- Package products to facilitate handling and protect from damage during shipping, handling, and storage. Mark or tag outside of each package or crate to indicate its purchase order number, bill of lading number, contents by name, name of Project or Contractor, equipment number, and approximate

weight. Include complete packing list and bill of materials with each shipment.

- C. Extra Materials, Special Tools, Test Equipment and Expendables:
 - 1. Furnish as required by individual Specification sections.
 - 2. Schedule:
 - a. Ensure that shipment and delivery occur concurrently with shipment of associated equipment.
 - b. Transfer to Owner shall occur immediately subsequent to Contractor's acceptance of equipment from Supplier.
 - 3. Packaging and Shipment:
 - a. Package and ship extra materials and special tools to avoid damage during long-term storage in original containers insofar as possible, or in appropriately-sized hinged cover, wood, plastic or metal box.
 - b. Prominently display on each package, the following:
 - 1) Manufacturer's part nomenclature and number, consistent with Operation and Maintenance Data identification system.
 - 2) Applicable equipment description.
 - 3) Quantity of parts in package.
 - 4) Equipment manufacturer.
 - 5) Supplier if different from equipment manufacturer.
- D. Equipment Delivery: [Respective Contractor] [Contractor] shall coordinate delivery schedules with respective Suppliers.
- E. Factory Test Results: Reviewed and accepted by Engineer before product shipment as required in individual Specification sections.

1.05 DELIVERY AND INSPECTION

- A. Deliver products in accordance with accepted current Progress Schedule and coordinate to avoid conflict with the Work and conditions at the Site. Deliver anchor bolts and templates sufficiently early to permit setting prior to placement of structural concrete.
- B. Deliver products in undamaged condition, in manufacturer's original container or packaging, with identifying labels intact and legible. Include on label, date of manufacture and shelf life, where applicable.
- C. Unload products in accordance with manufacturer's instructions for unloading or as specified. Record receipt of products at the Site. Promptly inspect for completeness and evidence of damage during shipment.
- D. Remove damaged products from Site and expedite deliver of identical new undamaged products, and remedy incomplete or lost products to provide that specified, so as not to delay progress of the Work.

1.06 HANDLING, STORAGE, AND PROTECTION

- A. Handle and store products in accordance with manufacturer's written instructions and in a manner to prevent damage. Provide manufacturer's recommended maintenance during storage, installation, and until products are accepted for use by Owner.
- B. Manufacturer's instructions for material requiring special handling, storage, or protection shall be provided prior to delivery of material.
- C. Arrange storage in a manner to provide easy access for inspection. Make periodic inspections of stored products to assure that products are maintained under specified conditions, and free from damage or deterioration. Keep running account of products in storage to facilitate inspection and to estimate progress payments for products delivered, but not installed in the Work.
- D. Store electrical, instrumentation, and control products, and equipment with bearings in weather-tight structures maintained above 60 degrees F, and relative humidity at least five degrees above the dew point. Protect electrical, instrumentation, and control products, and insulate against moisture, water and dust damage. Connect and operate continuously space heaters furnished in electrical equipment.
- E. Store fabricated products above ground on blocking or skids, and prevent soiling or staining. Store loose granular materials in well-drained area on solid surface to prevent mixing with foreign matter. Cover products that are subject to deterioration with impervious sheet coverings; provide adequate ventilation to avoid condensation.
- F. Store finished products that are ready for installation in dry and well-ventilated areas. Do not subject to extreme changes in temperature or humidity.
- G. After installation, provide coverings to protect products from damage due to traffic and construction operations. Remove coverings when no longer needed.
- H. Provide [bonded] offsite storage and protection when storage and protection cannot be provided on Site.
- I. Hazardous Materials: Prevent contamination of personnel, storage area, and Site. Meet requirements of product specification, codes and manufacturer's instructions.

1.07 GUARANTEES

- A. Manufacturer Warranties during Correction Period:

1. Where indicated in the individual Specification sections, provide a one year manufacturer warranty made out in the name of the Owner, coinciding with the correction period defined in General Conditions Article 15.08 for the particular piece of equipment and/or equipment System.
 2. One copy of each manufacturer warranty shall be provided to both Owner and Engineer within 30 days of successful completion of Startup.
 3. All requirements of the of the correction period defined in General Conditions Article 15.08 shall apply to the manufacturer's warranty and the equipment Supplier obligations shall be the same as Contractor obligations defined in General Conditions Article 15.08 for the particular piece of equipment and/or equipment System covered by the warranty.
- B. Special Guarantees: Provide both Owner and Engineer one copy of special guarantees required in individual Specification sections. Special guarantees shall be made out in the Owner's name.

PART 2 - PRODUCTS

2.01 GENERAL

- A. Provide manufacturer's standard materials suitable for service conditions, unless otherwise specified in the individual Specification sections.
- B. Where the Specifications include a named manufacturer, with or without model number, and also include performance requirements, named manufacturer's products must meet the performance requirements.
- C. Like items of products furnished and installed in the Work shall be end products of one manufacturer and of the same series or family of models to achieve standardization for appearance, operation and maintenance, spare parts and replacement, manufacturer's services, and implement same or similar process instrumentation and control functions in same or similar manner.
- D. Equipment, Components, Systems, and Subsystems: Design and manufacture with due regard for health and safety of operation, maintenance, and accessibility, durability of parts, and shall comply with applicable OSHA, State and local health and safety regulations.
- E. Regulatory Requirements: Coating materials shall meet Federal, State, and local requirements limiting the emission of volatile organic compounds and for worker exposure.

- F. Safety Guards: Provide for all belt and chain drives, fan blades, couplings, and other moving or rotary parts. Cover rotating part on all sides. Design for easy installation and removal. Use 16-gauge or heavier galvanized steel or galvanized expanded steel mesh. Provide galvanized steel accessories and supports, including bolts. For outdoor applications, prevent entrance of rain and dripping water.
- G. Authority Having Jurisdiction (AHJ):
1. The Authority Having Jurisdiction (AHJ) for this project is the City of Plattsburgh Building Department, including the City Engineer, Planning and Zoning Department, and other relevant municipal agencies with jurisdiction over public infrastructure, landscaping, and electrical work.
 2. Provide the Work in accordance with NFPA 70 – National Electrical Code (NEC), latest adopted edition by New York State. Where required by the AHJ, materials and equipment shall be labeled or listed by a Nationally Recognized Testing Laboratory (NRTL) acceptable to the AHJ to provide a basis for code compliance and approval.
 3. All electrical components, including uplights and associated wiring, shall conform to applicable UL standards and bear the appropriate UL listing mark, where such standards exist.
 4. Coordinate site work—including pavements, curbs, and planting areas—with utility locations and code-compliant electrical installations, particularly for any in-grade or exposed lighting fixtures.
- H. Equipment Finish:
1. Provide manufacturer’s standard finish and color, except where specified color is indicated. Equipment scheduled to be field-painted shall be shop-primed with a primer compatible with the specified finish coating system.
 2. If manufacturer has no standard color, provide equipment with finish as approved by Owner.
- I. Special Tools and Accessories: Furnish to Owner, prior to placing in service, all accessories required to place each item of equipment in full operation. These accessory items include, but are not limited to, adequate oil and grease (as required for first lubrication of equipment after field testing), light bulbs, fuses, hydrant wrenches, valve keys, hand wheels, chain operators, special tools, and other spare parts as required for maintenance.
- J. Lubricant: Provide initial lubricant recommended by equipment manufacturer in sufficient quantity to fill lubricant reservoirs and to replace consumption during testing, Startup, and operation until Substantial Completion or partial occupancy of portions of the Work.

2.02 FABRICATION AND MANUFACTURE

- A. General:
 - 1. Manufacture parts to U.S.A. standard sizes and gauges.
 - 2. Two or more items of the same type shall be identical, by the same manufacturer, and interchangeable.
 - 3. Design structural members for anticipated shock and vibratory loads.
 - 4. Use 1/4-inch minimum thickness for steel that will be submerged, wholly or partially, during normal operation.
 - 5. Modify standard products as necessary to meet performance specifications.

- B. Lubrication System:
 - 1. Require no more than weekly attention during continuous operation.
 - 2. Convenient and accessible; oil drains with bronze or stainless steel valves and fill plugs, easily accessible from the normal operating area or platform. Locate drains to allow convenient collection of oil during oil changes without removing equipment from its installed position.
 - 3. Provide constant-level oilers or oil level indicators for oil lubrication systems.
 - 4. For grease type bearings which are not easily accessible, provide and install stainless steel tubing, protect and extend tubing to convenient location with suitable grease fitting.

2.03 SOURCE QUALITY CONTROL

- A. Provide documented proof of testing as required by Specifications. Submit certified test results or other evidence of compliance for review by the Engineer. Notify the Engineer not less than 14 days prior to any scheduled testing, if applicable.

- B. Calibration Instruments: Bear the seal of a reputable laboratory certifying instrument has been calibrated within the previous 12 months to a standard endorsed by the National Institute of Standards and Technology (NIST).

- C. Factory Tests:
 - a. Perform in accordance with accepted test procedures as supplemented in the Contract Documents.
 - b. Document successful completion.

PART 3 - EXECUTION

3.01 INSPECTION

- A. Inspect materials and equipment for signs of pitting, rust decay, or other deleterious effects of storage.

- B. Do not install material or equipment showing such effects.
- C. Remove damaged material or equipment from the Site and expedite delivery of identical new material or equipment.
- D. Delays to the Work resulting from material or equipment damage that necessitates procurement of new products will be considered delay within the Contractor's control.

3.02 INSTALLATION

- A. Drawings show general locations of equipment, devices, and raceway, unless specifically dimensioned.
- B. No shimming between machined surfaces is allowed.
- C. Install the electrical components in accordance with National Electrical Contractors Association (NECA) National Electrical Installation Standards.
- D. Repaint painted surfaces that are damaged prior to equipment acceptance.
- E. Do not cut or notch any structural member or building surface without specific approval of Engineer.
- F. Handle, install, connect, clean, condition, and adjust products in accordance with manufacturer's instructions, and as may be specified. Retain a copy of manufacturers' instructions at the Site, available for review at all times.

3.03 FIELD FINISHING

- A. In accordance with Section 09 90 00, Painting.

3.04 ADJUSTMENT AND CLEANING

- A. Perform required adjustments, tests, operational checks, and other startup activities.

3.05 LUBRICANTS

- A. Fill lubricant reservoirs and replace consumption during testing, Startup, and operation prior to delivery to Owner.

++ END OF SECTION ++

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SECTION 01 77 00

CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.01 SUBMITTALS

- A. Submit closeout documentation required by the Contract Documents prior to final payment.

1.02 RECORD DOCUMENTS

- A. Quality assurance:
 - 1. Furnish person responsible for maintaining record documents, whose duty and responsibility shall be to maintain record documents.
 - 2. Accuracy of Records:
 - a. Coordinate changes within record documents, making legible and accurate entries on each sheet of Drawings and other documents where such entry is required to show change.
 - b. Record documents shall document actual conditions of the Work.
 - 3. Make entries promptly after receipt of information that a change in the Work has occurred.
 - 4. Record documents shall be maintained through project completion and submitted prior to final payment.

1.03 RELEASES FROM AGREEMENTS

- A. Furnish Owner written releases from property owners or public agencies where side agreements or special easements have been made, or where Contractor's operations have not been kept within the Owner's construction right-of-way.
- B. If Contractor is unable to obtain required releases, Contractor shall notify Owner. Owner will determine appropriate action to resolve outstanding issues prior to final payment.

PART 2 - PRODUCTS

(Not used)

PART 3 - EXECUTION

3.01 MAINTENANCE OF RECORD DOCUMENTS

- A. Revise record documents to reflect actual field conditions.
- B. Preservation:
 - 1. Maintain documents in a clean, dry, legible condition and in good order. Do not use record documents for construction purposes.

2. Make documents and Samples available at all times for inspection and review by the Owner.

C. Record drawings shall clearly indicate actual installed conditions.

3.02 FINAL CLEANING

A. At completion of the Work or of a part thereof and immediately prior to Contractor's request for certificate of Substantial Completion, or if no certificate is issued, immediately prior to Contractor's notice of completion, clean entire Site or parts thereof, as applicable.

B. Leave the Work and adjacent areas affected in a cleaned condition satisfactory to the Owner.

C. Remove grease, dirt, dust paint or plaster spatter, stains, labels, fingerprints, and other foreign materials from exposed surfaces.

D. Repair, patch, and touch up marred surfaces to specified finish and match adjacent surfaces.

E. Broom clean exterior paved driveways and parking areas.

F. Hose clean sidewalks, loading areas, and others contiguous with principal structures.

G. Rake clean all other surfaces.

H. Remove snow and ice from walkways.

I. Leave water courses, gutters, and ditches open and clean.

J. Use only cleaning materials recommended by manufacturer of surfaces to be cleaned.

++ END OF SECTION ++

SECTION 11 68 33

SITE AMENITIES

PART 1 - GENERAL

1.1 DESCRIPTION

- A. The Contractor shall provide all labor, materials, equipment, accessories, appurtenances, electrical components, connections, supports, incidentals, and services necessary for a complete and fully operational installation of all site amenities indicated on the Drawings and specified herein, whether or not each component is specifically identified.

1.2 REFERENCES

- A. American Society for Testing and Materials (ASTM)
- B. American Institute of Steel Construction (AISC)
- C. American Welding Society (AWS)

1.3 SUBMITTALS

- A. Shop Drawings
 - 1. Indicate product data, dimensions, materials, finishes, mounting requirements, rough-in / housing requirements, accessories, electrical characteristics, and installation details for each site amenity and associated components. Indicate locations and pertinent installation details at minimum 3/4" scale where applicable.

1.4 QUALITY ASSURANCE

- A. Manufacturer/Fabricator: Minimum of three (3) years' experience of successful experience in the manufacture/fabrication of the type of equipment specified.
- B. Installers: Minimum of three (3) years successful experience in the installation of the type of equipment specified

1.5 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Deliver, store, and handle all site amenities, fixtures, and associated components in accordance with manufacturer recommendations to prevent damage, deterioration, or loss.

PART 2 - PRODUCTS

03.26

11 68 33 - 1

SITE AMENITIES

853.027.001

2.1 FLAGPOLE BASE COVER

- A. Description: Provide a decorative, circular, two-piece base cover to conceal the base of the existing multi-post flagpole. Cover shall be aluminum or corrosion-resistant composite and compatible with outdoor use.
- B. Dimensions:
 - 1. Minimum inside diameter: 14 inches minimum – verify in field.
 - 2. Height: 10 inches minimum.
 - 3. Inside clearance shall fully accommodate existing post configuration without contact or interference.
- C. Construction:
 - 1. Fabricated from cast or formed aluminum, powder-coated finish, color to match adjacent furnishings: white.
 - 2. Two-piece, bolt-together design with tamper-resistant stainless steel fasteners.
 - 3. Cover shall be hollow (no grout or concrete fill) and removable for future maintenance access.

2.2 BENCHES – SALVAGED MEMORIAL BENCHES

- A. Scope: Salvage, protect, and reinstall existing granite memorial benches on new concrete pavement at locations shown on the Drawings.
- B. Salvage and Protection:
 - 1. Carefully dismantle benches without damage.
 - 2. Clean contact surfaces of all debris and adhesive.
 - 3. Store in a secure, weather-protected location.
 - 4. Protect from staining, impact, and moisture until reinstallation.

2.3 DIRECTIONAL SPOT LIGHT – PROVIDE ONE (1)

- A. Subject to compliance with requirements, provide Dabmar Lighting Inc., Model No. DPR50-LED28, LED Directional Spot Light, or approved equal.
- B. Powder Coated Cast Aluminum material, Integrated LED Lamp, Color: Black.
- C. Provide 120V Ground Spike required for installation: LV-S6.

- D. Provide fixture complete with all manufacturer-recommended mounting hardware, stakes, sleeves, connectors, drivers/transformers, lamps/LED modules, leads, and accessories required for a complete installation and connection to power.

2.4 WELL LIGHT FIXTURE IN LAWN – PROVIDE SEVEN (7)

- A. Subject to compliance with requirements, provide Dabmar Lighting Inc., Model No. FG316, Adjustable In-Ground Well Light Fixture, or approved equal.
- B. Fiberglass material, 30K Color Temperature, PAR36-LED Lamp, SMD LEDs Illuminant, 6 Watts, Finish: Bronze.
- C. Product rated for in-ground soil and concrete applications.
- D. Provide fixture complete with all manufacturer-recommended rough-in housings, sleeves, mounting components, lamps/LED modules, leads, connectors, and accessories required for a complete installation and connection to power.

2.5 WELL LIGHT FIXTURE IN PAVEMENT – PROVIDE THIRTEEN (13)

- A. Subject to compliance with requirements, provide Dabmar Lighting Inc., Model No. LV312, Adjustable In-Ground Well Light Fixture, or approved equal.
- B. Stainless Steel with PVC Sleeve material, 27K Color Temperature, MR16 LED Lamp, LED Illuminant, 7 Watts, 45 Degree Adjustability, Finish: Stainless Steel.
- C. Product rated for in-ground soil and concrete applications.
- D. Provide fixture complete with all manufacturer-recommended rough-in housings, sleeves, mounting components, lamps/LED modules, leads, connectors, and accessories required for a complete installation and connection to power.

PART 3 - EXECUTION

3.1 ERECTION

- A. Flagpole Base Cover Installation
 1. Install over existing flagpole posts to conceal the base and create a unified architectural appearance.
 2. Base cover shall be secured to surrounding concrete pavement with stainless steel anchors and concealed fasteners at a minimum of three (3) equally spaced points around the perimeter.
 3. Shim and seal at concrete surface as needed to prevent rocking or movement.

4. Do not fasten to flagpole posts or encase any part of them in concrete or grout.

B. Reinstallation – Salvaged Memorial Benches:

1. Clean all granite surfaces with a pH-neutral cleaner.
2. Set benches level and stable on concrete pavement.
3. Use non-staining shims as needed; shim to prevent rocking.
4. Secure bench tops to legs with concealed stainless steel pins and exterior-grade epoxy.
5. Do not drill or alter granite without approval.
6. Where anchoring is required, drill into concrete and set stainless steel dowels with non-shrink epoxy.

C. Finish – Salvaged Memorial Benches:

1. Clean all adhesive residue and surface marks.
2. Benches shall be stable, damage-free, and acceptable to the Owner upon final inspection.

D. Lighting Installation

3. Provide and install all light fixtures complete with all required rough-in components, sleeves, housings, stakes, supports, wiring, connectors, transformers, drivers, fittings, anchors, and accessories necessary for a complete and fully operational installation.
4. Install all lighting components in strict accordance with the Drawings, approved submittals, and manufacturer's written instructions.
5. Coordinate all electrical rough-in, circuiting, transformer sizing, mounting, and connections required to provide a complete functioning system.
6. Provide all required line-voltage and low-voltage wiring, conduit, direct-burial cable, junctions, and watertight fittings required for complete installation and connection to existing electrical service.
7. Provide transformers, drivers, and power supplies of type, quantity, and capacity required for connected load, voltage drop, and fixture operation.
8. Install in-ground fixtures in manufacturer-recommended rough-in housings, sleeves, or mounting enclosures. Do not install fixture bodies directly in soil or concrete unless specifically permitted by manufacturer.
9. Provide positive drainage at all in-ground fixture locations. Install over free-draining granular base and maintain drainage openings free of obstruction.
10. In-ground fixtures installed in lawn or planting areas shall be set plumb and stabilized to prevent movement or settlement.

11. In-ground fixtures installed in pavement or concrete shall be installed flush with adjacent finished surface and coordinated with paving construction and joint locations.
12. Seal all below-grade and exposed connections watertight and protect fixtures and wiring from moisture intrusion and physical damage.
13. Aim adjustable fixtures in the field as directed and as required to achieve intended lighting effect while minimizing glare and spill to adjacent areas.
14. Test all fixtures, circuits, transformers, and controls and verify complete operation prior to Substantial Completion. Replace and re-aim defective or non-performing components at no additional cost.

3.2 TOUCHING UP

- A. After erection and installation are complete, touch up portions damaged during transportation and erection using same finish to match.

++ END OF SECTION ++

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SECTION 31 05 13
SOILS FOR EARTHWORK

PART 1 - GENERAL

1.01 SUMMARY

- A. Section includes:
 - 1. General Fill.

1.02 REFERENCE STANDARDS

- A. Comply with NYSDOT Standard Specifications, latest edition.

1.03 SUBMITTALS

- A. Submit material source upon request.
- B. Comply with Section 01 33 00, Submittal Procedures.

PART 2 - PRODUCTS

2.01 FILL AND BACKFILL MATERIALS

- A. General Fill: On-site material free of organic matter, debris, frozen material, and oversized stones.
- B. Imported Fill: NYSDOT Item 733-11 or approved equal.
- C. Borrow Material: Approved material meeting requirements of General Fill.

PART 3 - EXECUTION

3.01 EXCAVATION

- A. Excavate subsoil from areas designated. Strip topsoil to full depth of topsoil in designated areas.
- B. Stockpile excavated material meeting requirements for General Fill materials.
- C. Remove excess excavated materials not intended for reuse from the Site.
- D. All spoil materials shall be lawfully disposed off-site at appropriate locations selected and obtained by Contractor.
- E. Comply with requirements for stockpile storage included in the SWPPP.

- F. Remove excavated materials not meeting requirements for General Fill materials from the Site.

3.02 HAULING MATERIAL

- A. When it is necessary to haul material over the streets or pavements, Contractor shall provide suitable tight vehicles so as to prevent deposits on the streets or pavements.
- B. In all cases where any materials are dropped from the vehicles, Contractor shall clean up the same at least daily or as often as directed and keep the crosswalks, streets and pavements clean and free from dirt, mud, stone and other hauled materials.

3.03 STOCKPILING

- A. Stockpile materials to prevent contamination and erosion.
- B. Maintain access and do not obstruct traffic or public facilities.

3.04 STOCKPILE CLEANUP

- A. Remove stockpile, leave area in clean and neat condition.

+ + END OF SECTION + +

SECTION 31 05 16

AGGREGATES FOR EARTHWORK

PART 1 - GENERAL

1.01 SUMMARY

- A. Section includes material requirements and gradations for all unbound aggregates required by the Contract Documents.

1.02 REFERENCE STANDARDS

- A. Comply with NYSDOT Standard Specifications, latest edition.

1.03 SUBMITTALS

- A. Submit material source upon request.
- B. Comply with Section 01 33 00, Submittal Procedures.

PART 2 - PRODUCTS

2.01 GENERAL

- A. All granular materials shall be free from any organic or other deleterious materials.
- B. The quality of the gravel or stone particles shall be demonstrated per ASTM C88.
- C. The maximum weight loss at four (4) cycles shall be 20 percent.

2.02 MATERIALS

- A. Granular Fill: NYSDOT Item 304.02, Type 2 Subbase.
- B. Structural Fill: Well-graded granular material meeting NYSDOT requirements, free of organic material and deleterious substances.

2.03 SOURCE QUALITY CONTROL

- A. Testing as directed by Owner.

PART 3 - EXECUTION

3.01 HAULING MATERIAL

- A. When it is necessary to haul material over the streets or pavements, Contractor shall provide suitable tight vehicles so as to prevent deposits on the streets or pavements.

- B. In all cases where any materials are dropped from the vehicles, Contractor shall clean up the same at least daily or as often as directed and keep the crosswalks, streets and pavements clean and free from dirt, mud, stone and other hauled material.

3.02 STOCKPILING

- A. Stockpile materials in an orderly manner to prevent contamination and erosion.

3.03 STOCKPILE CLEANUP

- A. Remove stockpile, leave area in clean and neat condition.
- B. Grade site surface to prevent free standing surface water.

++ END OF SECTION ++

SECTION 31 10 00

SITE CLEARING

PART 1 - GENERAL

1.01 SUMMARY

- A. Section includes clearing, removal of debris, and removal of items indicated on the Drawings.

1.02 QUALITY ASSURANCE

- A. Conform to applicable New York State Department of Environmental Conservation code for environmental requirements, and disposal of debris.

1.03 SCHEDULING AND SEQUENCING

- A. Prepare Site only after adequate erosion and sediment controls are in place.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 GENERAL

- A. Comply with 16 NYCRR 753 and call Dig Safely New York service at 811 not less than three working days before performing Work.
- B. Request underground utilities to be located and marked within and surrounding construction areas.
- C. Coordinate activities with utility owners.
- D. Clear areas actually needed for waste disposal, borrow, or Site improvements within the limits shown or specified.
- E. Locate, identify, and protect utilities indicated to remain.
- F. Do not burn or bury materials on site.
- G. Leave site in clean condition.

3.02 CLEARING

- A. Clear areas within limits shown or specified.

3.03 TREE REMOVAL OUTSIDE CLEARING LIMITS

- A. Removal within Project limits:
 - 1. Dead, dying, leaning, or otherwise unsound trees that may strike and damage Project facilities in falling.
 - 2. Removal of trees outside of clearing limits must be approved by Owner prior to work occurring.
- B. Cut stumps off flush with ground, remove debris, and if disturbed, restore surrounding area to its original condition.

3.04 DISPOSAL

- A. Dispose of cleared materials off-site in accordance with applicable laws.
- B. Reuse or stockpile materials on-site where suitable.

+ + END OF SECTION + +

SECTION 31 22 13

SUBGRADE PREPARATION

PART 1 - GENERAL

1.01 SUMMARY

- A. Section includes:
 - 1. Cutting, grading, filling, rough contouring, and compacting Site for structures, building pads, features, and roadways.

1.02 REFERENCES

- A. Comply with NYSDOT Standard Specifications, latest edition.

1.03 SCHEDULING AND SEQUENCING

- A. Prepare subgrade when unfrozen and free of ice and snow.

1.04 QUALITY ASSURANCE

- A. Notify Owner when subgrade is ready for proof-rolling.

PART 2 - PRODUCTS

(Not used)

PART 3 - EXECUTION

3.01 GENERAL

- A. Keep subgrade free of water, debris and foreign matter during compaction or proof-rolling.
- B. Bring subgrade to proper grade and cross-section and uniformly compact surface.
- C. Maintain prepared ground surface in finished condition until next course or lift is placed.

3.02 PREPARATION

- A. Comply with 16 NYCRR 753 and call Dig Safely New York not less than three working days before performing Work.
- B. Request underground utilities to be located and marked within and surrounding construction areas.
- C. Identify required lines, levels, contours, and datum.

D. Protect utilities and/or site features indicated to remain from damage.

3.03 SUBSOIL EXCAVATION

A. Excavate subsoil from areas to be further excavated, or regraded.

B. Do not excavate wet subsoil or excavate and process wet material to obtain optimum moisture content.

3.04 FILLING

A. Fill to required grades with suitable material.

3.05 COMPACTION

A. Compact subgrade to a firm, unyielding condition suitable for intended use.

3.06 FIELD QUALITY CONTROL

A. Proof-roll subgrade to identify soft or unstable areas.

B. Correct unsuitable areas as directed by Owner.

3.07 CORRECTIVE ACTION

A. Remove and replace unsuitable material with approved fill.

++ END OF SECTION ++

SECTION 31 23 16

EXCAVATION

PART 1 - GENERAL

1.01 SUMMARY

- A. Section includes performance requirements for excavation required to construct structures and utilities as shown on the Drawings.
- B. Excavation, in open cut, includes the loosening, removing, transporting, storage and disposal of all materials necessary to be removed for the construction and completion of all Work under the Contract.
- C. Compliance with 16 NYCRR 753:
 - 1. All excavation work shall be performed in accordance with 16 NYCRR 753, Protection of Underground Facilities.
 - 2. All operators operating excavating equipment under this contract shall be certified under the Dig Safely New York, Inc. Certified Excavator Program.

1.02 WEATHER LIMITATIONS

- A. Material excavated when frozen or when air temperature is less than 32 degrees F shall not be used as fill or backfill until material completely thaws.
- B. Material excavated during inclement weather shall not be used as fill or backfill until after material drains and dries sufficiently for proper compaction.

1.03 SEQUENCING AND SCHEDULING

- A. Comply with 16 NYCRR 753 and call Dig Safely New York not less than three working days before performing Work.
- B. Request underground utilities to be located and marked within and surrounding construction areas.
- C. Coordinate activities with utility owners.
- D. Clearing and Grubbing: Complete applicable Work specified in Section 31 10 00, Site Clearing prior to excavating.

1.04 DEFINITIONS

- A. Earth: all materials such as sand, gravel, clay loam, pavements, ashes, cinders, mulch, roots, or pieces of timber, rippable rock, not requiring blasting, barring or wedging from its original bed, and specifically excludes all ledge and bed rock and individual boulders, concrete, or masonry larger than one-half cubic yard in volume.
- B. Backfill: selected materials for the backfilling of excavations and trenches up to the original surface of the ground or to other grades as may be shown or directed.

- C. Spoil: surplus excavated materials not required or not suitable for backfills or embankments.
- D. Embankments: fills constructed of selected materials above the original surface of the ground.
- E. Rock: ledge or bedrock requiring blasting, barring, or wedging from its original bed and individual boulders, concrete or masonry larger than one-half cubic yard in volume.

PART 2 - PRODUCTS

(Not used)

PART 3 - EXECUTION

3.01 GENERAL

- A. Perform all excavations in accordance with 16 NYCRR 753.
- B. Provide a "Competent Person" per OSHA 29 CFR 1926.
- C. Excavate to lines, grades, and dimensions shown and as necessary to accomplish the Work.
 - 1. Excavate to within tolerance of +/-0.1 foot, except where dimensions or grades are shown or specified as maximum or minimum.
 - 2. Allow for forms, sheeting/shoring, dewatering, working space, granular base, topsoil, and similar items, wherever applicable.
 - 3. Trim to neat lines where concrete is to be deposited against earth.
- D. Slope banks with machine to angle of repose or less until shored.
- E. Grade top perimeter of excavation to prevent surface water from draining into excavation.
- F. Overexcavation:
 - 1. Do not overexcavate without written authorization of Owner.
 - 2. Backfill unauthorized overexcavations with material as directed by Owner at no additional cost to Owner.
- G. Notify utility company to remove and relocate utilities.
- H. Repair or replace items indicated to remain damaged by excavation.
- I. Use of explosives is not permitted.
- J. Notify Owner of unexpected subsurface conditions.

3.02 EXCAVATION FOR STRUCTURES

- A. Excavate to specified foundation elevation utilizing a flat bottom bucket.
- B. Compact disturbed load bearing soil in direct contact with foundations to original bearing capacity in accordance with Section 31 23 23, Fill.
- C. Soft spots or soil that is determined to have inadequate capacity shall be overexcavated and replaced as specified in Section 31 05 16, Aggregates for Earthwork and placed and compacted in accordance with Section 31 23 23, Fill.
- D. Footing subgrades that become saturated or unstable shall be over excavated 6-inches and replaced with a 6-inch layer of Structural Fill.
- E. Provide 12 inches minimum clearance between excavation faces and footing formwork.
- F. Under cutting excavation faces for extended footings is not permitted.

3.03 UNCLASSIFIED EXCAVATION

- A. Excavation is unclassified.
- B. Complete all excavation regardless of the type, nature, or condition of the materials encountered.

3.04 EMBANKMENT AND CUT SLOPES

- A. Shape, trim, and finish embankments and cut slopes to conform to lines, grades, and cross-sections shown, with proper allowance for topsoil or slope protection, where shown.
- B. Remove stones and rock that exceeds 3-inch diameter and that are loose and may roll down slope.
- C. Remove exposed roots from cut slopes.
- D. Round tops of cut slopes in soil, provided such rounding does not extend off-site or outside easements and rights-of-way, or adversely impacts existing facilities, adjacent property or completed Work.

3.05 STOCKPILING EXCAVATED MATERIAL

- A. Stockpile excavated material that is suitable for use as fill or backfill until material is needed.
- B. Confine stockpiles to within easements, rights-of-way, and approved work areas.
- C. Do not obstruct roads or streets.

- D. Do not stockpile excavated material adjacent to trenches and other excavations, unless excavation side slopes and excavation support systems are designed, constructed, and maintained for stockpile loads.
- E. Do not stockpile excavated materials near or over existing facilities, adjacent property, or completed Work, if weight of stockpiled material could induce excessive settlement.
- F. Do not stockpile excavated material within the drip line of existing trees.

3.06 PROTECTION

- A. Underpin adjacent structures which may be damaged by excavation work.
- B. Prevent displacement or loose soil from falling into excavation
 - 1. Maintain soil stability.
 - 2. All material which slides, falls, or caves into excavation due to any cause whatsoever shall be removed and disposed off-site.
- C. Protect bottom of excavations and soil adjacent to and beneath foundation from freezing, oversaturation, and construction traffic.
- D. Protect structures, utilities and other facilities indicated to remain from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earth operations.
- E. Protect plant life, lawns, rock outcroppings and other features remaining as portion of final landscaping.
- F. Protect bench marks, survey control points, existing structures, fences, sidewalks, paving and curbs from excavating equipment and vehicular traffic.
- G. Repair or replace items indicated to remain damaged by excavation.

3.07 DISPOSAL OF SPOIL

- A. Lawfully dispose of excavated materials which are unsuitable or exceed quantity needed for fill or backfill off-site.
- B. Dispose of debris resulting from removal of underground facilities, as specified in Section 02 41 16, Demolition for demolition debris.
- C. Dispose of debris resulting from removal of organic matter, trash, refuse, and junk as specified in Section 31 10 00, Site Clearing, for clearing and grubbing debris.

++ END OF SECTION ++

SECTION 31 23 23

FILL

PART 1 - GENERAL

1.01 SUMMARY

- A. Section includes:
 - 1. Backfilling Site structures to subgrade elevations.
 - 2. Fill under paving.
 - 3. Fill for over-excavation.
- B. Related Work specified elsewhere:
 - 1. Section 31 05 13, Soils for Earthwork.
 - 2. Section 31 05 16, Aggregates for Earthwork.
 - 3. Section 31 05 19.13, Geotextiles for Earthwork.

1.02 SUBMITTALS

- A. Provide material source upon request.
- B. Comply with Section 01 33 00, Submittal Procedures.

PART 2 - PRODUCTS

2.01 FILL MATERIALS

- A. General Fill: As specified in Section 31 05 13, Soils for Earthwork.
- B. Structural Fill: As specified in Section 31 05 16, Aggregates for Earthwork.
- C. Granular Fill: As specified in Section 31 05 16, Aggregates for Earthwork.

2.02 ACCESSORIES

- A. Filter Fabric: As specified in Section 31 05 19.13, Geotextiles for Earthwork.
- B. Stabilization Fabric: As specified in Section 31 05 19.13, Geotextiles for Earthwork.

PART 3 - EXECUTION

3.01 PREPARATION

- A. Prepare subgrade to provide a firm, stable surface
- B. Unsuitable Materials:
 - 1. Cut out soft areas of subgrade not capable of compaction in place.
 - 2. Backfill with Structural Fill and compact.

- C. Proof roll as needed to identify soft areas

3.02 BACKFILLING

- A. Backfill areas to contours and elevations with unfrozen materials.
- B. Do not backfill over porous, wet, frozen, or spongy subgrade surfaces.
- C. Place material in continuous layers. Place in uniform lifts suitable for compaction.
- D. Compact to a firm, unyielding condition
- E. Employ placement method that does not disturb or damage other Work.
- F. Remove surplus backfill materials from Site at no additional cost to Owner.
- G. Leave fill material stockpile areas free of excess fill materials.

3.03 TOLERANCES

- A. Finish to reasonably close to required elevations

3.04 PROTECTION OF FINISHED WORK

- A. Reshape and re-compact fills subjected to vehicular traffic.

3.05 FILL SCHEDULE

- A. Under Structures: Granular or Structural Fill.
- B. Under Paved Areas: Structural Fill.
- C. All Other Areas: General Fill.

+ + END OF SECTION + +

SECTION 32 13 13
CONCRETE PAVING

PART 1 - GENERAL

1.01 SUMMARY

- A. This Section includes performance and material requirements for reinforced and unreinforced concrete paving for:
 - 1. Pedestrian sidewalks and plazas.
 - 2. Concrete curbs.
- B. Related Work specified elsewhere:
 - 1. Section 31 22 13, Subgrade Preparation.
- C. Definitions:
 - 1. Standard Specifications: State of New York Department of Transportation (NYSDOT) Standard Specifications.

1.02 SUBMITTALS

- A. Comply with Section 01 33 00, Submittal Procedures.
- B. Provide concrete mix information upon request.

PART 2 - PRODUCTS

2.01 CONCRETE MATERIALS

- A. Concrete: 4,000 psi at 28 days, air-entrained.

2.02 ANCILLARY MATERIALS

- A. Contraction and construction joints shall be as shown on the drawings.
- B. Provide dowels or reinforcement only where shown on Drawings.
- C. Provide standard joint filler and sealant.

2.03 EQUIPMENT

- A. Contractor's equipment shall be adequate to place, consolidate, and finish concrete to the lines, grades, and joint locations shown on the Drawings.

PART 3 - EXECUTION

3.01 WEATHER LIMITATIONS

- A. Do not place concrete on frozen subgrade or during precipitation.

3.02 PREPARATION

- A. Prepare subgrade per Section 31 22 13 and dampen prior to placement.
- B. Area must be free of debris, standing water, mud, or other foreign materials.
- C. Complete formwork and verify subgrade compaction.

3.03 CONCRETE PLACEMENT AND FINISHING

- A. Place concrete to lines, grades, and joint locations shown on the Drawings.
- B. Consolidate using mechanical vibration as needed.
- C. Screed, float, and apply broom finish for sidewalks and pavement.

3.04 JOINTS

- A. Provide contraction, construction, and expansion joints as shown on the Drawings.
- B. Install standard joint filler as required.

3.05 CURING

- A. Cure concrete using standard methods.

3.06 CLEANING

- A. Clean concrete splatter from exposed surfaces.
- B. Thoroughly broom and wash concrete surfaces before opening to traffic.

3.07 PROTECTION OF CONCRETE

- A. Protect concrete from damage until sufficiently hardened.

3.08 CONCRETE CURBS

- A. Construct curbs per Drawings.
- B. Provide joints at regular intervals.
- C. Ensure alignment and elevation match adjacent pavements.
- D. Cure curbs per Section 3.05.

++ END OF SECTION ++

SECTION 32 92 00

TURF AND GRASSES

PART 1 - GENERAL

1.01 SUMMARY

- A. This Section specifies material and performance requirements for establishment of lawns and turf by seed, including site preparation, imported topsoil, soil amendments, fertilizers, mulches, erosion control blankets, and maintenance until turf is healthy and uniform.
- B. This Section includes the following:
 - 1. Preparation of areas for turf installation, including removal of debris, grading, and soil conditioning.
 - 2. Imported and on-site topsoil placement and grading.
 - 3. Turf installation by seed, or hydroseeding (deduct alternate option).
 - 4. Soil amendments, fertilizers, and lime application as required for establishment of healthy turf.
 - 5. Organic and fiber mulches and erosion-control blankets for seeded areas, including slopes.
 - 6. Maintenance, watering, mowing, and establishment of turf until a uniform, healthy, weed-free lawn is achieved.
 - 7. Protection of newly installed turf from erosion, foot traffic, and other construction activities.

1.02 SUBMITTALS

- A. Comply with Section 01 33 00, Submittals.
- B. Seed:
 - 1. Grass seed:
 - a. Provide certification from seed vendor for each seed mixture, listing botanical and common names, percentage by weight of each species, and percentages of purity, germination, and weed seed.
 - b. Include year of production and packaging date.
 - 2. Naturalizing seed mix:
 - a. Certification from vendor listing botanical names, proportion by weight, and purity/germination percentages.
 - b. Include year of production and packaging date.
- C. Hydroseeding / Hydro-mulch: Submit manufacturer's product data, including instructions for mixing, application, seed, fertilizer, and tackifier. Phosphorus-free fertilizer is required.
- D. Topsoil: Provide test results for nutrient content, pH, and organic matter.
- E. Soil Amendments and Fertilizers:
 - 1. Product certifications and manufacturer's analysis.

2. Include application rates recommended for site-specific soil conditions.
- F. Planting and Installation Schedule: Include anticipated dates and locations for seeding, and hydroseeding operations.
- G. Erosion Control Blankets and Mulches: Manufacturer's product data, installation instructions, and recommended accessories.
- H. Maintenance Plan: Provide a written plan for irrigation, mowing, fertilization, and general care for seeded areas until established.

1.03 QUALITY ASSURANCE

- A. Installer Qualifications: Engage an experienced Installer who has completed turf installation work similar in material, design, and extent to that indicated for this Project and with a record of successful grass establishment.
- B. Topsoil Analysis: Furnish the topsoil analysis in accordance with Specification Section 32 93 00, Plants.
- C. Soil Amendment: Contractor shall prepare and implement a soil amendment procedure to adjust topsoil pH to 6.5 where required by testing.
- D. Grass Seed Analysis:
 1. Employ a qualified independent testing agency at no cost to the Owner to verify seed species, proportions, purity, and germination.
 2. Seed mixture must meet percentages indicated in seed schedule.
- E. Naturalizing Seed Mix and Steep Slope Seed Mix Analysis:
 1. Fresh, clean, dry, new-crop seed complying with the Association of Official Seed Analysts' "Rules for Testing Seeds" for purity and germination tolerances.
 2. The seed mixture shall be tested for seed species and varieties, proportions by weight as indicated Seed Mixtures Schedule at the end of this Section.
- F. Conformance: All materials and methods shall conform to ASTM standards, including soil, seed, fertilizers, and mulches.
- G. Erosion Control Blankets: Provide manufacturer's product data and installation instructions.

1.04 DELIVERY, STORAGE, AND HANDLING

- A. Comply with Section 01 61 00, Common Product Requirements.
- B. Packaged Materials:
 1. Deliver materials in original, labeled containers showing weight, analysis, and manufacturer.
 2. Protect materials from deterioration during delivery and storage.
- C. Seed: Deliver in sealed, labeled containers. Store in a dry, ventilated area.

- D. Topsoil: Do not deliver, stockpile, or spread muddy or frozen topsoil.
- E. Erosion Control Blankets and Mulches: Deliver and store in original packaging; protect from moisture and UV exposure until installed.
- F. Fertilizers: Deliver in original packaging and store dry; protect from contamination.

1.05 COORDINATION AND SCHEDULING

- A. Seeded areas: Sow seed between March 15–May 15 or August 15–September 30, unless approved otherwise.
- B. Weather limitations:
 - 1. Proceed only when weather and soil conditions are suitable.
 - 2. Suspend work during drought, excessive moisture, frozen, or otherwise unsuitable conditions.
 - 3. Submit proposed variance for approval if site conditions require schedule adjustments.
- C. Coordination: Coordinate all turf operations with irrigation systems and other construction activities to avoid conflicts and ensure proper establishment.

PART 2 - PRODUCTS

2.01 SEED

- A. Seed: Fresh, clean, dry, new-crop seed complying with the Association of Official Seed Analysts’ “Rules for Testing Seeds” for purity and germination tolerances.
 - 1. Seed Mixes:
 - a. Provide seed of species and varieties, proportions by weight, and minimum percentages of purity, and germination as indicated on Schedules at the end of this Section.
 - b. Weed seed content shall not exceed 0.1% by weight for all seed mixes.
- B. Seed: Fresh, clean, dry, new-crop seed complying with the Association of Official Seed Analysts’ “Rules for Testing Seeds” for purity and germination tolerances.
 - 1. Seed Mixes:
 - a. Provide seed of species and varieties, proportions by weight, and minimum percentages of purity and germination as indicated on Seed Mix Schedule at the end of this Section.
 - b. Weed seed content shall not exceed 0.1% by weight for all seed mixes.
 - 2. Seed for Naturalizing or Steep Slopes Areas: Provide certification with botanical names, variety, proportions by weight, and purity/germination percentages.
 - 3. Storage and Handling: Store seed in dry, ventilated areas in original sealed containers. Protect from contamination, moisture, and temperature extremes.

2.02 TOPSOIL

- A. Topsoil: ASTM D5268. pH range 5.5–7.5. Organic content 5–10%. Free of stones >1 inch, roots, clay lumps, debris, or other materials harmful to plant growth.
- B. Topsoil shall be well-drained and tested for nutrient content before placement. Spread to minimum 6-inch depth for lawn areas; thicker where indicated on drawings.

2.03 SOIL AMENDMENTS

- A. Lime: ASTM C602, Class T, agricultural limestone containing minimum 80% calcium carbonate equivalent. 99% passing No. 8 sieve, 75% passing No. 60 sieve. Provide dolomitic limestone unless otherwise indicated.
- B. Compost/Organic Amendment (Optional): Provide compost or peat material free from contaminants to improve soil structure, as indicated by soil tests.
- C. Water: Potable, clean, and free of substances harmful to plant growth.

2.04 FERTILIZER

- A. Commercial Fertilizer: Neutral-character fertilizer with fast- and slow-release nitrogen, 50% derived from natural sources, potassium as required.
 - 1. Standard Composition: 3N–1P–2K, with 0% phosphorus. Apply to achieve 2–4 lb nitrogen per 1,000 sq. ft./year.
 - 2. Soil-Test-Based Composition: Adjust ratios to meet recommendations of qualified soil-testing agency.
 - 3. Delivery: Store in original packaging; protect from moisture and contamination.

2.05 MULCHES

- A. A. Organic Mulch: Free from deleterious material.
 - 1. Straw Mulch: Air-dry, clean, mildew- and seed-free wheat, rye, oats, or barley straw.
 - 2. Fiber Mulch: Biodegradable dyed cellulose fiber, nontoxic, pH 4.5–6.5, max 15% moisture.
- B. Tackifiers:
 - 3. Asphalt Emulsion Tackifier: ASTM D977, Grade SS-1, nontoxic.
 - 4. Nonasphaltic Tackifier: Colloidal, manufacturer-recommended for fiber slurry application, nontoxic.

2.06 EROSION CONTROL BLANKETS

- A. A. Blankets: Biodegradable jute or coir-spun mesh, 0.92 lb/yd² minimum, 50–65% open area. Include manufacturer's recommended wire staples.
- B. Manufacturers (or approved equal):
 - 1. North American Green
 - 2. East Coast Erosion Blankets

3. Propex Geosynthetics, BP Amoco Group
- C. Installation: Install as per manufacturer's instructions and this Section, covering slopes 3:1 or steeper.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Examine areas to receive seed for compliance with requirements and conditions affecting performance.
- B. Verify subgrade and topsoil are properly graded, free of debris, stones, or other material that may interfere with turf establishment.
- C. Confirm that all topsoil and subgrade testing, amendments, and grading comply with Part 2 requirements.
- D. Do not proceed with installation until unsatisfactory conditions are corrected and approved by Owner's Representative.

3.02 PREPARATION

- A. Protect structures, utilities, pavements, trees, shrubs, and plantings from damage during planting operations.
- B. Protect adjacent areas from overspray during hydroseeding.
- C. Provide erosion-control measures to prevent soil displacement or runoff to adjacent properties.
- D. Limit subsoil preparation to areas to be planted immediately.
- E. Remove stones >1-1/2 inches, sticks, roots, and debris.
- F. Till and grade areas to smooth, even surface with uniform fine texture. Lightly roll, rake, and remove ridges or depressions.
- G. Moisten soil before planting when dry; avoid creating muddy conditions.
- H. Restore areas disturbed by grading, erosion, or weather prior to planting.
- I. Ensure erosion control measures are installed before, during, and after planting on all slopes $\geq 3:1$, including temporary fiber mulch or blankets.

3.03 LAWN PLANTING PREPARATION – SEEDED LAWNS

- A. Sow seed with spreader or seeding machine; do not broadcast in wind >5 mph.
- B. Evenly distribute seed in two directions at right angles.

- C. Rake seed lightly into top 1/8 inch, roll lightly, and water with fine spray.
- D. Seed Rates (per 1,000 sq. ft.):
 - 1. Lawn Seed Mix: 5 lb
 - 2. Naturalizing Seed Mix: 0.5 lb
 - 3. Steep Slope Seed Mix: 1 lb
- E. Protect slopes >5:1 with erosion control blankets installed per manufacturer instructions:
 - 1. Anchor each blanket in a 6-inch deep × 6-inch wide trench.
 - 2. Extend blanket 12 inches beyond trench and fold over filled trench.
 - 3. Stake blanket at 12-inch spacing along trench and across width.
 - 4. Overlap blankets 2–5 inches side-to-side; end overlaps 3 inches “shingle style.”
 - 5. Apply seed to soil under blanket if required.
- F. Protect gentle slopes (<1:6) with straw mulch at minimum 2 tons/acre, anchored with asphalt-emulsion tackifier at 10–13 gal per 1,000 sq. ft.
- G. For naturalizing areas, minimize tilling; apply seed at rates specified in Part 2. Protect with fiber mulch until vegetation is established.

3.04 HYDROSEEDING (CONTRACTOR’S OPTION)

- A. Mix specified seed, fertilizer, and fiber mulch continuously in water until slurry is homogeneous.
- B. Apply slurry in a single pass to ensure uniform coverage; minimum fiber mulch rate: 1,500 lb/acre dry weight.
- C. Immediately protect seeded areas from erosion using fiber mulch or erosion blankets per slope conditions until grass is established.
- D. Add nonasphaltic tackifier per manufacturer instructions.

3.05 RECONDITIONING

- A. Repair lawns damaged by construction or weather.
- B. Remove diseased or poor-quality seeded turf; do not bury debris in planting soil.
- C. Till compacted or bare areas to 6-inch depth; amend top 4 inches with fertilizer and lime.
- D. Replant, mulch, and water as required to restore smooth, uniform surface.
- E. Remove waste materials from Owner’s property.
- F. Replace or level topsoil in areas eroded, compacted, or bare due to construction, erosion, or weather.
- G. Apply lime and fertilizer according to soil test results and mix into top 4 inches.

3.06 SATISFACTORY LAWNS

- A. Lawns are acceptable when uniform, healthy, and free of weeds, bare spots $>5 \times 5$ inches, or surface irregularities.
- B. Replant areas not meeting criteria and continue maintenance until acceptable.
- C. Spot weed control: hand pull or approved herbicide; do not trim after mid-September.

3.07 MAINTENANCE

- A. Begin immediately after planting; maintain for a minimum of 60 days for seeded lawns. Continue maintenance if lawns are not fully established by end of season.
- B. Operations include watering, mowing, fertilizing, regrading, replanting, mulching, and erosion control.
- C. Watering: Keep soil uniformly moist to 4-inch depth; minimum 1 inch/week.
- D. Mowing:
 - 1. Initial mow at 2.5–3 inches; subsequent mows remove $\leq 40\%$ leaf growth.
 - 2. Mow seed mix areas to 18 inches before first trim; trim to 8 inches for maintenance.
 - 3. Do not mow wet grass; avoid mowing after mid-September.
- E. Fertilization: Apply post-first mow with minimum 1 lb nitrogen per 1,000 sq. ft.
- F. Monitor and repair eroded, bare, or compacted areas throughout establishment period.
- G. Monitor all slopes and seeded areas daily for erosion, runoff, or bare spots, and repair promptly.
- H. Maintain temporary irrigation to ensure soil is uniformly moist to 4-inch depth; water at minimum 1 inch per week.

3.08 CLEANUP AND PROTECTION

- A. Remove soil, debris, and materials from paved areas daily.
- B. Erect and maintain barricades or signage to prevent traffic on newly planted areas until established.
- C. Dispose of all removed turf, debris, and construction materials off Owner's property according to local regulations.
- D. Maintain barricades and signage until grass is fully established; prevent access from vehicles, pets, or pedestrians.

3.09 TOPSOIL AMENDMENTS

- A. Lawn Areas:

1. Lime: 50 lb per 1,000 sq. ft.
2. Commercial Fertilizer: 20 lb per 1,000 sq. ft.

3.10 SEED MIXTURES SCHEDULE

- A. Grass Seed Mix A: Low maintenance / “No Mow” Lawn: Provide certified grass-seed blend or mix of four types of low growing fescues, proportioned by weight, as follows:

Proportion	Name	Min. Pct. Germ.	Min. Pct. Pure Seed
40 %	Creeping Red Fescue (<i>Festuca rubra</i>)	80	95
30 %	Hard Fescue (<i>Festuca ovina</i>)	85	98
25%	Red Fescue chewings type (<i>Festuca rubra var commutata</i>)	85	98
5 %	Perennial Ryegrass (<i>Lolium perenne</i>)	90	98

- B. Grass Seed Mix B: Standard Lawn: Provide certified grass-seed blend or mix, proportioned by weight, as follows:

Proportion	Name	Min. Pct. Germ.	Min. Pct. Pure Seed
60 %	Kentucky Bluegrass (<i>Poa pratensis</i>) varieties: North Star, Jefferson, Midnight, Rugby II, NuGlade (in equal parts)	80	95
10 %	Red Creeping Fescue (<i>Festuca rubra spp rubra</i>) varieties: Jasper II, Salsa, Shademaster (in equal parts)	85	98
10 %	Chewings Fescue (<i>Festuca rubra spp commutata</i>) varieties: Longfellow II, Intrigue, Ambassador, Shadow II (in equal parts)	85	98
10 %	Hard Fescue (<i>Festuca ovina</i>) varieties: Rescue II, Stonehedge, Oxford (in equal parts)	85	98
10 %	Perennial Ryegrass (<i>Lolium perenne</i>) varieties: Ascend, Wizard, Panther, Brightstar II	90	98

++ END OF SECTION ++