

VILLAGE OF HAMILTON Madison County

CONTRACT DOCUMENTS

FOR

NATURAL GAS DISTRIBUTION SYSTEM

CONTRACT FOR CONSTRUCTION OF A MUNICIPAL NATURAL GAS LOCAL
DISTRIBUTION UTILITY

Margaret Miller, Mayor

Trustees

Russ Lura Deb Kliman

Sam Cooper Jen Servedio

Municipal Utility Commission

John Basher, President

Commissioners

Larry Baker Rob Gustafson

Robert Holcomb Russ Lura

December 2013

**VILLAGE OF HAMILTON
Madison County**

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FOR

NATURAL GAS DISTRIBUTION SYSTEM

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**NOTICE TO CONTRACTORS
for
Natural Gas Distribution System
In and About the
VILLAGE OF HAMILTON**

CONTRACT No. 1 - CITY GATE
CONTRACT No. 2 – NORTH PIPELINE
CONTRACT No. 3 – SOUTH PIPELINE
CONTRACT No. 4 – ENTIRE PIPELINE

NOTICE IS HEREBY GIVEN that the Municipal Utilities Commission, of the Village of Hamilton, New York, pursuant to the provisions of the Village Law and the General Municipal Law, will receive sealed Bids for the four Contracts Listed above and within the work limits as described in the Contract Documents (New City Gate Station, Approximately 23,055 Lineal Feet Of 10” Distribution Pipe, and Approximately 37,400 Lineal Feet of Pipeline Ranging from 8” to 22”). As is more fully described in the bid documents, the Project is divided into three segments: City Gate, North Pipeline, South Pipeline, or the entire span of the Pipeline. Contractors may bid on any or all segments. There will be a mandatory pre-bid conference at 1:00 PM on Monday, January 6, 2014, at the Village Fire Department Station, 121 Lebanon Street, Hamilton, NY, which Bidders must attend to be considered a qualified bidder. Sealed Bids will be received by the Village Clerk of the Village of Hamilton at the Village Offices, 3 Broad Street, PO Box 119, Hamilton, New York 13346, until 2:00 PM, Thursday, January 23, 2014. All Bids shall be sealed and clearly marked “**Natural Gas Bid 1/23/14**”. The Village of Hamilton Municipal Utilities Commission reserves the right to reject any or all bids. **Bidders Shall Clearly List and Identify any and all Exceptions** and include within bid package. All bids shall be submitted on bid forms supplied by the Village of Hamilton Municipal Utilities Commission. All bids must include a signed non-collusion statement. Bid forms, non-collusion statement form, and project specifications may be obtained by contacting the Village of Hamilton Offices at (315) 824-1111.

Contract Drawings and the Contract Documents for such work are available in the office of the Village Clerk and may be examined by any person or persons interested.

Alana Scheckler, Village Clerk
Village of Hamilton
Dated: December 12, 2013

**VILLAGE OF HAMILTON
Madison County**

CONTRACT DOCUMENTS

FOR

NATURAL GAS DISTRIBUTION SYSTEM

CONTRACT FOR CONSTRUCTION OF A MUNICIPAL NATURAL GAS LOCAL
DISTRIBUTION UTILITY

SECTION II: INSTRUCTIONS TO BIDDERS

December 2013

**SECTION II: INSTRUCTIONS TO
BIDDERS**

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ARTICLE 1 – DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General 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 and where the bidding procedures are to be administered.
 - B. *Owner* – Village of Hamilton, Madison County, New York.
 - C. *Engineer* – Design Engineer responsible for the development of the Bidding Documents and Construction Plans.
 - D. *Inspector* – The responsible party who acts as the Villages representative for construction issues.
 - E. *Contract #1 – City Gate Station* – Shall include all Station Construction up to and including the 10” steel transition fitting at Station 0+00.
 - F. *Contract #2 – North Pipeline* - Shall include the 10” HDPE pipeline from Station 0+00 to 231+00, including the 10” x 8” reducing fitting. This contract to include 95’ of 2” main at Station 63+40 (The Mosher Extension).
Additional Work – Please provide an all-inclusive rate for 2” HDPE and smaller services on a per foot basis. This per foot price to include all necessary labor, equipment, and material to provide a service line from the main up to and including the service riser. Price to include air test and surface restoration.
 - G. *Contract #3 – South Pipeline* – Shall include all remaining 8” and smaller pipelines, beginning at Station 231+00.
Additional Work – Please provide an all-inclusive rate for 2” HDPE and smaller services on a per foot basis. This per foot price to include all necessary labor, equipment, and material to provide a service line from the main up to and including the service riser. Price to include air test and surface restoration.
 - H. *Contract #4 – Entire Pipeline* – Shall include both Contract #2 and Contract #3 combined.
Additional Work – Please provide an all-inclusive rate for 2” HDPE and smaller services on a per foot basis. This per foot price to include all necessary labor, equipment, and material to provide a service line from the main up to and including the service riser. Price to include air test and surface restoration.

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

- 2.01 Bidders may obtain the Contract Documents (11”x17” size) from the Hamilton Village Clerk’s office upon payment of a deposit of \$100.00. Any holder of Contract Documents may obtain complete sets of full size prints, or full size prints of random sheets of the Contract Drawings, at the location or locations stated in the advertisement, and upon payment of two dollars (\$2.00) per sheet. The cost of such full size sets or sheets will not be refunded.
- 2.02 Where Contract Drawings have been reduced from the full size tracings, the sets furnished to prospective Bidders will be reduced sets. The Bidders are cautioned against scaling distances from any drawings.
- 2.03 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.
- 2.04 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

- 3.01 The Bidder shall have a minimum of five (5) years’ experience in the field of installing HDPE gas piping to qualify for the pipeline contracts and fabrication of city gate apparatus to qualify for the city gate contract. The bidders onsite personnel shall be Operator Qualified to perform all related Work. The Owner may make such investigation as they deem necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Owner all personnel qualifications, information and data before work commences. The Owner reserves the right to reject any Bid if the evidence submitted by or investigation of such Bidder fails to satisfy Owner that such Bidder is properly qualified to carry out the obligations of the Contract, and to complete the work contemplated therein. Conditional bids will not be accepted.
- 3.02 A Bidder must attend the mandatory Pre-Bid Conference to be considered a qualified Bidder.

ARTICLE 4 – EXAMINATION OF BIDDING DOCUMENTS & OTHER RELATED DATA

4.01 *Subsurface and Physical Conditions*

It shall be the Contractor's obligation to satisfy himself as to the nature, character, quality and quantity of subsurface conditions likely to be encountered. Any reliance upon the subsurface information made available by the Owner or the Engineer shall be at the Contractor's risk. The Contractor agrees that he shall neither have nor assert against the Owner or Engineer any claim for damages for extra work or otherwise or for relief from any obligation of this Contract based upon the failure by the Owner or Engineer to obtain or to furnish additional subsurface information in the Owner's or Engineer's possession or based upon any inadequacy or inaccuracy of the information furnished; provided, however, that the Contractor may be entitled to an adjustment in the Contract price under the circumstances and to the extent provided in Section 5 of the General Provisions.

Certain subsurface information may be shown on separate sheets or otherwise made available by the Owner or Engineer to Bidders, Contractors, and other interested parties.

Neither such information nor the documents on which it may be shown shall be considered a part of the Contract Documents or Contract Drawings, it being understood that such information is made available only as a convenience, without express or implied representation, assurance, or guarantee that the information is adequate, complete, or correct, or that it represents a true picture of the subsurface conditions to be encountered, or that all pertinent subsurface information in the possession of the Owner or Engineer has been furnished.

Any holder of Contract Documents will be permitted to make test borings, test pits, soundings, etc., on the site of the work if he so desires subject to his first obtaining approval from the Owner and contacting Dig Safe. It is understood that the party or parties receiving such approval must assume all risks and liabilities contingent thereto.

It shall be the obligation of the Contractor to inquire of the Owner and Engineer whether pertinent subsurface information has been obtained by the Owner with respect to the work.

4.02 *Underground Facilities*

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

- 4.03 It is the responsibility of each Bidder before submitting a Bid to:
- A. Examine and carefully study the Bidding Documents, and the other related data identified in the Bidding Documents;
 - B. Visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
 - C. Become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work;
 - D. Consider the information known to Bidder; 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, including applying any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs;
 - E. Agree at the time of submitting its Bid that 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(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;
 - F. Become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
 - G. Promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder; and
 - H. Determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.
- 4.04 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Engineer are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

- 4.05 On request, Owner will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. 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. Bidder shall comply with all applicable Laws and Regulations relative to excavation and utility locates.

ARTICLE 5 – PRE-BID CONFERENCE

- 5.01 A mandatory pre-Bid conference will be held On January 6, 2014, at 1:00 p.m. local time at The Village of Hamilton Firehouse, 121 Lebanon Street, Hamilton, NY. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are required to attend and participate in the conference in order to be considered as qualified bidders. Engineer will transmit to all prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

ARTICLE 6 – SITE AND OTHER AREAS

- 6.01 The Site is identified in the Bidding Documents. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor. The Contractor shall not enter upon on private property without first obtaining the written permission of the property owner and notifying Owner that it has received such permission.

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 advisable by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents and as having attended the mandatory pre-bid conference. Questions received less than four 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. All addenda so issued shall become part of the Contract Documents.
- 7.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Owner or Engineer.

ARTICLE 8 – BID SECURITY

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of 5 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 attached) issued by a surety meeting the requirements of Paragraphs 5.01 and 5.02 of the General Conditions.
- 8.02 The Bid security of the Successful Bidder will be retained until 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 returned. 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. The Bid security of other Bidders whom 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 Agreement or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.
- 8.03 Bid security of other Bidders whom Owner believes do not have a reasonable chance of receiving the award will be returned within seven days after the Bid opening.

ARTICLE 9 – CONTRACT TIMES

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

ARTICLE 10 – LIQUIDATED DAMAGES

- 10.01 Provisions for liquidated damages, if any, are set forth in the Agreement.

ARTICLE 11 – SUBSTITUTE AND “OR-EQUAL” ITEMS

- 11.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration of possible substitute or “or-equal” items. Whenever it is specified or described in the Bidding Documents that a substitute or “or-equal” item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the Effective Date of the Agreement.

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS AND OTHERS

- 12.01 The apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity if requested by Owner. If Owner

or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute, without an increase in the Bid.

- 12.02 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, individuals, or entities. Declining to make requested substitutions will not 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 revocation of such acceptance after the Effective Date of the Agreement as provided in Paragraph 6.06 of the General Conditions.
- 12.03 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.

ARTICLE 13 – PREPARATION OF BID

- 13.01 The Bid Form is included with the Bidding Documents.
- 13.02 All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each unit price item listed therein. **ALL ATTACHMENTS TO THE BID FORM (EXCEPT THE NOTICE OF AWARD AND NOTICE TO PROCEED) ARE TO BE COMPLETED, SIGNED (WHERE INDICATED) AND SUBMITTED WITH THE BID.**
- 13.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown.
- 13.04 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 official address of the partnership shall be shown.
- 13.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.
- 13.06 A Bid by an individual shall show the Bidder's name and official address.
- 13.07 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.
- 13.08 All names shall be printed in ink below the signatures.

- 13.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 13.10 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
- 13.11 Bidders shall provide evidence of Bidder's authority and qualification to do business in the state where the Project is located 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; COMPARISON OF BIDS

14.01 *Unit Price*

- A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the Bid schedule.
- B. The total of all estimated prices will be the sum of the products of the estimated quantity of each item and the corresponding unit price. The final quantities and Contract Price will be determined in accordance with Paragraph 11.03 of the General Conditions.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

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 following documents:
 - A. Required Bid Security
 - B. List of Proposed Subcontractors
 - C. List of Proposed Suppliers
 - D. List of Project References
 - E. Required Bidder Qualification Statement with Supporting Data
 - F. Affidavit of Non-Collusion
- 15.02 A Bid shall be submitted 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 Village of Hamilton, 3 East Broad Street, P.O. Box 119, Hamilton, New York 13346.

ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID

- 16.01 A Bid may be modified or 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.
- 16.02 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder may 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.

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, non-conforming, non-responsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to not be responsible.
- 19.02 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.
- 19.03 In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 19.04 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work in accordance with the Contract Documents.

- 19.05 If the Contract is to be awarded, Owner will award the Contract to the Bidder whose Bid is in the best interests of the Project.
- 19.06 Owner reserves the right to determine the lowest responsible bidder by considering the bids for each of the Contracts (#1, #2, #3, and #4) and the “Additional Work” separately and/or in any combination of bids deemed in the best interest of the Project and the Village of Hamilton.

ARTICLE 20 – CONTRACT SECURITY AND INSURANCE

- 20.01 Article 5 of the General Conditions sets forth Owner’s requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it shall be accompanied by such bonds.

ARTICLE 21 – SIGNING OF AGREEMENT

- 21.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement along with the other Contract Documents which are identified in the Agreement as attached thereto. Within 15 days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner. Within ten days thereafter, Owner shall deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.

ARTICLE 22 – SALES AND USE TAXES

- 22.01 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 6.10 of the General Conditions for additional information.

ARTICLE 23 – RETAINAGE

- 23.01 Provisions concerning Contractor’s rights to deposit securities in lieu of retainage are set forth in the Agreement.

ARTICLE 24 – NEW YORK STATE BIDDING PROVISIONS

- 24.01 HOURS AND WAGES (See Labor Law Section 220)

No laborer, workman or mechanic in the employ of the Contractor, Subcontractor or other person doing or contracting to do the whole or part of the work contemplated by this Contract shall be permitted or required to work more than eight (8) hours in any one calendar day or more than five (5) days in any one week except in cases of extraordinary emergency, including fire, flood or danger to life or property, or with permission of Owner.

Each laborer, workman or mechanic employed by the Contractor, Subcontractor or other person about or upon the work under this Contract shall be paid not less than the then prevailing rate of wages and shall be provided the supplements not less than the then prevailing supplements as determined by the Commissioner of Labor pursuant to Article 8 of the Labor Law. Any person employed on the work site in an occupation not listed in the prevailing rate schedule shall be paid not less than the minimum rate per hour and shall be provided not less than the supplements designated by the Fiscal Officer. The Bidder is responsible for ascertaining the prevailing wage rate schedule. The prevailing wage rate in effect at the time the work is performed shall govern.

The prevailing wage rates prescribed by the New York State Department of Labor apply to this project, as do all requirements associated with the use of these prevailing rates. Applicable wage rates are attached to these bid documents; however, Bidders are responsible for confirming applicable wage rates to be paid. Owner does not warrant the accuracy of the attached wage rates, and Bidders shall be solely responsible for the payment of wages as prescribed and determined by applicable State and/or Federal agencies.

The Contractor shall provide statutory benefits for disability pensions, workmen's compensation, unemployment insurance and social security.

The Contractor and every Subcontractor shall post in a prominent and accessible place on the Project site a legible statement of all wage rates and supplements as specified in this Contract to be paid or provided as the case may be for the various classes of mechanics, workmen or laborers employed on the work. Such posted statement shall be written in plain English and titled, in lettering no smaller than two inches in height and two inches in width, the phrase "Prevailing Rate of Wages."

The Contractor and every Subcontractor shall keep original payrolls and transcripts thereof subscribed and affirmed by him as true under the penalty or perjury showing the hours and days worked by each workman, laborer or mechanic, the occupation at which he worked, the hourly wage rate paid and the supplements paid or provided, on the Project site. If the Contractor and/or Subcontractor maintains no regular place of business in New York State, such original payrolls and transcripts shall be kept on the work site.

24.02 DISCRIMINATION PROHIBITED (See Labor Law Section 220-e)

The Contractor agrees, in accordance with the applicable provisions of the Labor Law of the State of New York:

- (a) That in the hiring of employees for the performance of work under this Contract or any subcontract hereunder, no Contractor, Subcontractor, nor any person acting on behalf of such Contractor or Subcontractor, shall by reason of race, creed, color, sex, or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates;

- (b) That no Contractor, Subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this Contract on account of race, creed, color, sex, or national origin;
- (c) That there may be deducted from the amount payable to the Contractor by the Owner under this Contract a penalty of fifty dollars (\$50.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the Contract; and
- (d) That this Contract may be canceled or terminated by the Owner and all money due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms and conditions of this section of the Contract.

24.03 OSHA TEN HOUR TRAINING

All laborers, workers, and mechanics employed in the performance of the contract of the work site, either by the Contractor, Subcontractor, or other person doing or contracting to do the whole or a part of the work contemplated by this 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 that is at least ten hours in duration.

24.04 DUST HAZARDS (See Labor Law Section 222-a)

- (a) If, in the construction of the work covered by the Contract, a harmful dust hazard is created for which appliances or methods for the elimination of dust have been approved by the Board of Standards and Appeals, such appliances or methods shall be installed and maintained and effectively operated by the Contractor at his expense.
- (b) The Contract shall be void and of no effect unless Contractor complies with the provision of this subdivision of the Contract and Labor Law Section 222-a.

24.05 OMITTED

24.06 NON-COLLUSION CERTIFICATION (See General Municipal Law Section 103-d or, where applicable, Public Authorities Law Section 2604)

Each Bidder shall complete the Non-Collusive Bidding Certification attached to the Bid form.

24.07 WORKER'S COMPENSATION

It is stipulated that the Contractor and his Subcontractors shall at all times during the life of this Contract provide adequate Workmen's Compensation at their own cost and expense for their employees engaged in the work. This Contract shall be void and of no effect unless the said Contractor and his Subcontractors shall secure compensation for the benefit of, and keep insured during the life of said Contract, such employees in compliance with the provisions of Chapter 41 of the Laws of 1914, as amended, otherwise known as Workmen's Compensation Law, as amended.

24.08 LIEN LAW

The attention of the Contractor is specifically called to the provisions of the Lien Law of the State of New York, wherein funds received by a Contractor for a public improvement are declared to constitute trust funds in the hands of such Contractor to be applied first to the payment of certain claims.

VILLAGE OF HAMILTON
Madison County

CONTRACT DOCUMENTS

FOR

NATURAL GAS DISTRIBUTION SYSTEM

CONTRACT FOR CONSTRUCTION OF A MUNICIPAL NATURAL GAS LOCAL
DISTRIBUTION UTILITY

SECTION III: PROJECT BID FORM

December 2013

**SECTION III: PROJECT BID
FORM**

**VILLAGE OF HAMILTON
Madison County**

CONTRACT #1 - CITY GATE STATION

CONTRACT #2 - NORTH PIPELINE

CONTRACT #3 - SOUTH PIPELINE

CONTRACT #4 – ENTIRE PIPELINE (Combination of #2 and #3)

DECEMBER 2013

BID SUBMITTED BY:

CONTRACTOR'S NAME: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

PHONE NUMBER: _____

FAX NUMBER: _____

CONTACT EMAIL: _____

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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

**Village Of Hamilton
3 Broad Street, PO Box 119
Hamilton, NY 13346**

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 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

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

Addendum No.

Addendum Date

B. Bidder has had the opportunity to examine and become familiar with this Agreement and that it has fully acquainted itself with the general topography, soil structure, subsurface conditions, obstructions and all other conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has considered the information known to Bidder; 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, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- E. Based on the information and observations referred to in Paragraph 3.01.B above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
 - F. The Bidder is fully qualified to perform the Work and shall perform the Work in accordance with the terms of this Agreement, all applicable Regulations and Policies, and to the best standards of engineering and workmanship established within the petroleum industry.
 - G. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- 1. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "Corrupt practice" means the offering, giving, receiving, or soliciting of 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; and
4. “Coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

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

<u>Contract No.</u>	<u>Description</u>	<u>Unit</u>	<u>Est. Quantity</u>	<u>Bid Price</u>
1	Construct City Gate Station	EACH	1	\$
2	Construct North Pipeline	EACH	1	\$
	Additional work – service installs	LF	TBD	
3	Construct South Pipeline	EACH	1	\$
	Additional work – service installs	LF	TBD	
4	Construct Entire Pipeline	EACH	1	\$
	Additional work – service installs	LF	TBD	

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 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.

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 in the form of attached Bid Bond Form.
- B. List of Proposed Subcontractors.
- C. List of Proposed Suppliers.

- D. List of Project References.
- E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids.
- F. Required Bidder Qualification Statement with Supporting Data.
- G. Instructions to Bidders.

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 and the General Conditions.

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's Signature)

Doing Business as: _____

A Partnership

Partnership Name: _____

By: _____
(Signature of General Partner - attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____

Type (General Business, Professional, Service, Limited Liability): _____

By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(CORPORATE SEAL)

Attest _____

Date of Qualification to do business in State of New York is ____/____/____.

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address _____

Phone No. _____ Fax No. _____

E-mail _____

SUBMITTED on _____, 20__.

VILLAGE OF HAMILTON
Madison County

CONTRACT DOCUMENTS

FOR

NATURAL GAS DISTRIBUTION SYSTEM

CONTRACT FOR CONSTRUCTION OF A MUNICIPAL NATURAL GAS LOCAL
DISTRIBUTION UTILITY

SECTION IV: GENERAL CONDITIONS

December 2013

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.
 3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
 5. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 6. *Bidder*—The individual or entity who submits a Bid directly to Owner.
 7. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).
 8. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.
 9. *Change Order*—A document recommended by Inspector which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.
 10. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
 11. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.
 12. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
 13. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in

accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.
15. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.
16. *Cost of the Work*—See Paragraph 11.01 for definition.
17. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.
18. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
19. *Engineer*—The individual or entity named as such in the Agreement.
20. *Field Order*—A written order issued by the Inspector which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
21. *General Requirements*—Sections of Division 1 of the Specifications.
22. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.
23. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
24. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
25. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.
26. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.
27. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.
28. *Notice to Proceed*—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.
29. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.
30. *PCBs*—Polychlorinated biphenyls.
31. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard

conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

32. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor’s plan to accomplish the Work within the Contract Times.
33. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
34. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.
35. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
36. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
37. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.
38. *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.
39. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
40. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
41. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.
42. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
43. *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.
44. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.

45. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.
46. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
47. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
48. *Unit Price Work*—Work to be paid for on the basis of unit prices.
49. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.
50. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 Terminology

- A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:*
 1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. *Day:*

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

D. *Defective:*

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

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

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

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

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

- A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each identified additional insured, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably

request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 *Copies of Documents*

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

2.03 *Commencement of Contract Times; Notice to Proceed*

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

2.04 *Starting the Work*

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

2.05 *Before Starting Construction*

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

2.06 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, Inspector and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.07 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
 - 1. The Progress Schedule will be acceptable to Owner if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Owner 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 Owner if it provides a workable arrangement for reviewing and processing the required submittals.
 - 3. Contractor's Schedule of Values will be acceptable to Owner as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

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

3.02 *Reference Standards*

- A. Standards, Specifications, Codes, Laws, and Regulations
 - 1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or

by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, Inspector, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

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

B. *Resolving Discrepancies:*

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

(unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

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

3.05 *Reuse of Documents*

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

3.06 *Electronic Data*

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

representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

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

4.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

- A. Reports and Drawings: Explorations or tests of subsurface conditions at or contiguous to the Site, or drawings of physical conditions relating to existing surface or subsurface structures at the Site, are to be used for anything other than a general indication of existing conditions

4.03 *Differing Subsurface or Physical Conditions*

- A. *Notice:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:
 - 1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or
 - 2. is of such a nature as to require a change in the Contract Documents; or
 - 3. differs materially from that shown or indicated in the Contract Documents; or
 - 4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents; then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner, Inspector, and Engineer in writing about such condition. Contractor shall not further disturb

such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer's Review:* After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

C. *Possible Price and Times Adjustments:*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. Such condition must meet any one or more of the categories described in Paragraph 4.03.A; and
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:
 - a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or
 - b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph 4.03.A.
3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner, Inspector, or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided:

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

B. *Not Shown or Indicated:*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner, Inspector, and Engineer. The Inspector will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
2. If the Inspector concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Inspector'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 Inspector 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.

4.06 *Hazardous Environmental Condition at Site*

- A. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.
- B. Not Used.
- C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.
- D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner, Inspector, and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Inspector concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 4.06.E.
- E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.
- F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.
- G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members,

partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

- H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 – BONDS AND INSURANCE

5.01 Performance, Payment, and Other Bonds

- A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.
- B. All bonds shall be in such form as may be approved by Owner, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.
- C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

- A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required.

5.03 *Certificates of Insurance*

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

5.04 *Contractor's Insurance*

- A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:
 - 1. Claims under workers' compensation, disability benefits, and other similar employee benefit acts;
 - 2. Claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
 - 3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
 - 4. Claims for damages insured by reasonably available personal injury liability coverage which are sustained:

- a. By any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or
 - b. By any other person for any other reason;
5. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
 6. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle. Contractor shall promptly notify Owner of any injury or claims made related to the Project.
- B. The policies of insurance required by this Paragraph 5.04 shall:
1. With respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner, Inspector, and Engineer, , and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;
 2. Include at least the specific coverages and be written for not less than the limits of liability provided in the General Conditions or required by Laws or Regulations, whichever is greater;
 3. Include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;
 4. Contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other identified additional insured to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);
 5. Remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and
 6. Include completed operations coverage:
 - a. Such insurance shall remain in effect for two years after final payment.
 - b. Contractor shall furnish Owner and each other identified additional to whom a certificate of insurance has been issued evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.
- C. The limits of liability for the insurance required by Paragraph 5.04 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 5.04.A.1 and A.2 of the General Conditions:

- | | |
|--|-----------|
| a. State: | Statutory |
| b. Applicable Federal
(e.g., Longshoreman's): | Statutory |
| c. Employer's Liability: | Statutory |

2. Contractor's General Liability under Paragraphs 5.04.A.3 through A.6 of the General Conditions which shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor:

- | | |
|--|--------------------|
| a. General Aggregate | \$2,000,000 |
| b. Products - Completed
Operations Aggregate | \$1,000,000 |
| c. Personal and Advertising
Injury | \$1,000,000 |
| d. Each Occurrence
(Bodily Injury and
Property Damage) | \$1,000,000 |
| e. Property Damage liability insurance will provide Explosion,
Collapse, and Under-ground coverages where applicable. | |
| f. Excess or Umbrella Liability | |
| General Aggregate | <u>\$5,000,000</u> |
| Each Occurrence | <u>\$5,000,000</u> |

3. Automobile Liability under Paragraph 5.04.A.6 of the General Conditions:

- | | |
|-----------------------------|--------------------|
| a. Bodily Injury: | |
| Each person | <u>\$1,000,000</u> |
| Each Accident | <u>\$1,000,000</u> |
| b. Property Damage: | |
| Each Accident | <u>\$1,000,000</u> |
| c. Combined Single Limit of | <u>\$1,000,000</u> |

4. The Contractual Liability coverage required by Paragraph 5.04.B.4 of the General Conditions shall provide coverage for not less than the following amounts:

- | |
|-------------------|
| a. Bodily Injury: |
|-------------------|

Each person
\$2,000,000

Each Accident
\$2,000,000

b. Property Damage:
Each Accident
\$2,000,000

Annual Aggregate
\$2,000,000

5.05 *Owner's Liability Insurance*

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

5.06 Omitted

5.07 Omitted

5.08 Omitted

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

- A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

- A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or

occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 – CONTRACTOR’S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

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

6.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. If within the Village limits, work shall not commence earlier than 7 A.M. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner’s written consent (which will not be unreasonably withheld) given after prior written notice to Inspector.

6.03 *Services, Materials, and Equipment*

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

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

6.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Owner, Inspector, and Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.
 - 1. "*Or-Equal*" Items: If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. In the exercise of reasonable judgment Engineer determines that:
 - 1) It is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) It will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and
 - 3) It has a proven record of performance and availability of responsive service.
 - b. Contractor certifies that, if approved and incorporated into the Work:
 - 1) There will be no increase in cost to the Owner or increase in Contract Times; and

- 2) It will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. *Substitute Items:*

- a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.
- b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Owner and Engineer from anyone other than Contractor.
- c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.
- d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - 1) shall certify that the proposed substitute item will:
 - a) perform adequately the functions and achieve the results called for by the general design,
 - b) be similar in substance to that specified,
 - c) be suited to the same use as that specified; and
 - 2) will state:
 - a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,
 - b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
 - c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;
 - 3) will identify:
 - a) all variations of the proposed substitute item from that specified, and
 - b) available engineering, sales, maintenance, repair, and replacement services; and

- 4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.
- B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.
- C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.
- D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- E. *Engineer's Cost Reimbursement:* Owner will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- F. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.
- B. Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and

an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner, Inspector, or Engineer to reject defective Work.

- C. Contractor shall be fully responsible to Owner for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:
1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner, Inspector, or Engineer and any such Subcontractor, Supplier or other individual or entity; nor
 2. shall create any obligation on the part of Owner, Inspector, or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.
- D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.
- E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Inspector through Contractor.
- F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, Inspector, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.
- H. 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 a particular Subcontractor or Supplier.

6.07 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner, Inspector, 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, Inspector, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

- A. Owner shall supply necessary highway and environmental permits. Contractor shall obtain and pay for all construction permits and licenses not supplied by the Owner. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *Laws and Regulations*

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

However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

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

6.10 *Taxes*

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

6.11 *Use of Site and Other Areas*

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

- 1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.
- 2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.
- 3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner, Inspector, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Inspector, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work

Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

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

6.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
 1. all persons on the Site or who may be affected by the Work;
 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.
- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the

Work.

- D. Contractor shall inform Owner, Inspector, and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

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

6.15 *Hazard Communication Programs*

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

6.16 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Owner 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 Owner determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

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

1. *Shop Drawings:*

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

2. *Samples:*

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

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

C. *Submittal Procedures:*

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

D. *Engineer's Review:*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and recommendation 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 recommendation will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
3. Engineer's review and recommendation shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and Owners approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. *Resubmittal Procedures:*

1. Contractor shall make corrections as directed 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.
- F. Contractor shall furnish required submittals with sufficient information and accuracy in order to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing subsequent submittals of Shop Drawings, samples, or other items requiring approval and Contractor shall reimburse Owner for Engineer's charges for such time.
- G. In the event that Contractor requests a change of a previously approved item, Contractor shall reimburse Owner for Engineer's charges for its review time unless the need for such change is beyond the control of Contractor.

6.18 *Continuing the Work*

- A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the

Contract Documents and will not be defective. Owner and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.

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

6.20 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner, Inspector, 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, Inspector, or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the

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

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

6.21 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.
- B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner, Inspector, and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner, Inspector, and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

- E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 – OTHER WORK AT THE SITE

7.01 Related Work at Site

- A. Owner may perform other work related to the Project at the Site with Owner's employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:
 - 1. written notice thereof will be given to Contractor prior to starting any such other work; and
 - 2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.
- B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.
- C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Owner in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 Coordination

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

and responsibility for such coordination.

7.03 *Legal Relationships*

- A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.
- B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.
- C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

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

8.02 *Replacement of Inspector*

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

8.03 *Furnish Data*

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

8.04 *Pay When Due*

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

8.05 *Lands and Easements; Reports and Tests*

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

8.06 *Insurance*

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

8.07 *Change Orders*

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

8.08 *Inspections, Tests, and Approvals*

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

8.09 *Limitations on Owner's Responsibilities*

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

8.10 *Undisclosed Hazardous Environmental Condition*

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

8.11 *Evidence of Financial Arrangements*

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

8.12 *Compliance with Safety Program*

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

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Engineer*

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

9.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's

efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

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

9.03 *Project Representative -Inspector*

- A. Owner will furnish an Inspector (Resident Project Representative) to providing a more extensive observation of the Work. The authority and responsibilities of any such Inspectors and assistants will be as outlined in section 9.03B, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in section 9.03B.
- B. The Inspector will be Owners employee or agent at the Site, will act as directed by and under the supervision of Owner, and will confer with Owner regarding Inspectors actions. Inspector's dealings in matters pertaining to the Work in general shall be with Owner and Contractor. Inspector's dealings with Subcontractors shall be through or with the full knowledge and approval of Contractor. The Inspector shall:
 1. Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.
 2. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
 3. Liaison:
 - a. Serve as Owners liaison with Contractor, working principally through Contractor's authorized representative, assist in providing information regarding the intent of the Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
 4. Interpretation of Contract Documents: Report to Owner when clarifications and

interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Owner.

5. Shop Drawings and Samples:
 - a. Record date of receipt of Samples and approved Shop Drawings.
 - b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
6. Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with Inspectors recommendations, to Owner and Engineer. Transmit to Contractor in writing decisions as issued by Owner.
7. Review of Work and Rejection of Defective Work:
 - a. Conduct on-Site observations of Contractor's work in progress to assist Owner in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to Owner whenever Inspector believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Owner of that part of work in progress that Inspector believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
8. Inspections, Tests, and System Startups:
 - a. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
 - b. Observe, record, and report to Owner and Engineer appropriate details relative to the test procedures and systems start-ups.
9. Records:
 - a. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
 - b. Maintain records for use in preparing Project documentation.
10. Reports:
 - a. Furnish to Owner and Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and

Sample submittals.

- b. Draft and recommend to Owner proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Immediately notify Owner of the occurrence of any Site accidents, emergencies, and acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Hazardous Environmental Condition.

11. Payment Requests: Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Owner, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

12. Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

13. Completion:

- a. Participate in a Substantial Completion inspection, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.
- b. Participate in a final inspection in the company of Engineer, Owner, and Contractor and prepare a final list of items to be completed and deficiencies to be remedied.
- c. Observe whether all items on the final list have been completed or corrected and make recommendations to Owner concerning acceptance and issuance of the Notice of Acceptability of the Work.

C. The Inspector shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.
3. Undertake any of the responsibilities of Contractor, Subcontractors, Suppliers, or Contractor's superintendent.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work unless such advice or directions are specifically required by the Contract Documents.
5. Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.

6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.

9.04 *Authorized Variations in Work*

- A. Inspector may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

- A. Inspector will have authority to reject Work which Inspector believes to be defective, or that Inspector believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Inspector will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

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

9.07 *Determinations for Unit Price Work*

- A. Inspector will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Inspector 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). Inspectors written decision thereon will be final and binding (except as modified by Inspectors to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

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

- A. Inspector will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Owner in writing within 30 days of the event giving rise to the question.
- B. Inspector will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Inspectors decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.
- C. Inspectors written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.
- D. When functioning as interpreter and judge under this Paragraph 9.08, Inspector will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Inspectors Authority and Responsibilities*

- A. Neither Inspectors authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Inspector 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 Inspector shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Inspector 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. Inspector 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. Inspector will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Inspector 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. Inspector's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Inspectors assistants, if any.

9.10 *Compliance with Safety Program*

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

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).
- B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

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

10.03 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders recommended by Inspector covering:
 - 1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;
 - 2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and
 - 3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Inspector pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

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

10.05 *Claims*

- A. *Inspectors Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Inspector for decision. A decision by Inspector shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.
- B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Inspector and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Owner and the other party to the Contract within 60 days after the start of such event (unless Owner allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Owner and the claimant within 30 days after receipt of the claimant's last submittal (unless Owner allows additional time).
- C. *Inspector's Action:* Inspector will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:
1. deny the Claim in whole or in part;
 2. approve the Claim; or
 3. notify the parties that the Inspector is unable to resolve the Claim if, in the Inspector's sole discretion, it would be inappropriate for the Inspectors to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.
- D. In the event that Inspector does not take action on a Claim within said 30 days, the Claim shall be deemed denied.
- E. Inspector's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.

- F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

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

11.01 *Cost of the Work*

- A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.
 2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
 3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.
 4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

- a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
- b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
- c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
- e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of

partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.
- C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.
- D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 Allowances

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

account of any of the foregoing will be valid.

C. *Contingency Allowance:*

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

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

11.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Inspector subject to the provisions of Paragraph 9.07.

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

D. The unit price of an item of Unit Price Work shall be subject to reevaluation and adjustment under the following conditions:

1. If the Bid price of a particular item of Unit Price Work amounts to 5 percent or more of the Contract Price and the variation in the quantity of that particular item of Unit Price Work performed by Contractor differs by more than 25 percent from the estimated quantity of such item indicated in the Agreement; and

2. If there is no corresponding adjustment with respect to any other item of Work; and

4. If Contractor believes that Contractor has incurred additional expense as a result thereof or if Owner believes that the quantity variation entitles Owner to an adjustment in the unit price, either Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Article 10 if the parties are unable to agree as to the effect of any such variations in the quantity of Unit Price Work performed.

ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the

Contract Price shall be based on written notice submitted by the party making the Claim to the Inspector and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

- B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:
1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or
 2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or
 3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).
- C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:
1. a mutually acceptable fixed fee; or
 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;
 - d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;
 - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
 - f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

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

12.03 *Delays*

- A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.
- B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.
- D. Owner, Inspector, and Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.
- E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

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

13.01 *Notice of Defects*

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

13.02 *Access to Work*

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

13.03 *Tests and Inspections*

- A. Contractor shall give Inspector timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:
 - 1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;
 - 2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and
 - 3. as otherwise specifically provided in the Contract Documents.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Inspector the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.
- E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Owner, Contractor shall, if requested by Owner, uncover such Work for observation.
- F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless

Contractor has given Inspector timely notice of Contractor's intention to cover the same and Inspector has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

- A. If any Work is covered contrary to the written request of Owner, it must, if requested by Owner, be uncovered for Owners observation and replaced at Contractor's expense.
- B. If Owner considers it necessary or advisable that covered Work be observed by Inspector or tested by others, Contractor, at Owners request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Owner may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.
- C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.
- D. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

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

13.06 *Correction or Removal of Defective Work*

- A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).
- B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07,

Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
1. repair such defective land or areas; or
 2. correct such defective Work; or
 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- D. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Inspectors recommendation of final payment) prefers to accept it, Owner may do so.

Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Inspector as to reasonableness) and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Inspectors recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Owner to correct defective Work, or to remove and replace rejected Work as required by Inspector in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.
- C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

- A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Inspector. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. *Applications for Payments:*

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Inspector for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. *Review of Applications:*

1. Inspector will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Inspectors reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Inspectors recommendation of any payment requested in an Application for Payment will constitute a representation by Inspector to Owner, based on Inspectors observations of the executed Work as an experienced and qualified professional, and on Inspectors review of the Application for Payment and the accompanying data and schedules, that to the best of Inspectors knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the

Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the recommendation); and

- c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Inspectors responsibility to observe the Work.
3. By recommending any such payment Inspectors 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 Inspectors in the Contract Documents; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Inspectors review of Contractor's Work for the purposes of recommending payments nor Inspectors recommendation of any payment, including final payment, will impose responsibility on Inspector:
 - a. to supervise, direct, or control the Work, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Inspector may refuse to recommend the whole or any part of any payment if, in Inspectors opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Inspector may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Inspectors opinion to protect Owner from loss because:
 - a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work or complete Work in

accordance with Paragraph 13.09; or

- d. Inspector has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. Payment Becomes Due:

1. Ten days after presentation of the Application for Payment to Owner with Inspectors recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.
2. The filing of payrolls in a manner consistent with subdivision three-a of section 220 of the New York Labor Law is a condition precedent to payment of any sums due under this contract.

D. Reduction in Payment:

1. Owner may refuse to make payment of the full amount recommended by Inspector because:
 - a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
 - b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - c. there are other items entitling Owner to a set-off against the amount recommended; or
 - d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.
2. If Owner refuses to make payment of the full amount recommended by Inspector, Owner will give Contractor immediate written notice (with a copy to Inspector) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.
3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

14.03 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner, Inspector, and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Inspector issue a certificate of Substantial Completion.
- B. Promptly after Contractor's notification, Owner, Contractor, Inspector, and Engineer shall make an inspection of the Work to determine the status of completion. If Inspector does not consider the Work substantially complete, Inspector will notify Contractor in writing giving the reasons therefor.
- C. If Inspector considers the Work substantially complete, Inspector will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Inspector as to any provisions of the certificate or attached list. If, after considering such objections, Inspector concludes that the Work is not substantially complete, Inspector will, within 14 days after submission of the tentative certificate to Owner, notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Inspector considers the Work substantially complete, Inspector will, within said 14 days, execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Inspector believes justified after consideration of any objections from Owner.
- D. At the time of delivery of the tentative certificate of Substantial Completion, Inspector will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Inspector in writing prior to Inspector issuing the definitive certificate of Substantial Completion, Inspector's aforesaid recommendation will be binding on Owner and Contractor until final payment.
- E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the tentative list.

14.05 *Partial Utilization*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Inspector, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 - 1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any

such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Inspector will follow the procedures of Paragraph 14.04.A through D for that part of the Work.

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

14.06 *Final Inspection*

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

14.07 *Final Payment*

A. *Application for Payment:*

1. After Contractor has, in the opinion of Inspector and Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;
 - b. consent of the surety, if any, to final payment;
 - c. a list of all Claims against Owner that Contractor believes are unsettled; and
 - d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien

rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. Inspectors' Review of Application and Acceptance:

1. If, on the basis of Inspectors observation of the Work during construction and final inspection, and Inspectors review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Inspector is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Inspector will, within ten days after receipt of the final Application for Payment, indicate in writing Inspectors recommendation of payment and present the Application for Payment to Owner for payment. At the same time Inspector will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Inspector will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due:

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

14.08 *Final Completion Delayed*

- A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Inspector so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Inspector, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Inspector with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

- A. The making and acceptance of final payment will constitute:
1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and
 2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Inspector which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will justify termination for cause:
1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);
 2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
 3. Contractor's repeated disregard of the authority of Inspector; or
 4. Contractor's violation in any substantial way of any provisions of the Contract Documents.
- B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:
1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);
 2. incorporate in the Work all materials and equipment stored at the Site or for which Owner

- has paid Contractor but which are stored elsewhere; and
3. complete the Work as Owner may deem expedient.
- C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.
- E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.
- F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

15.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Inspector, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
 3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. reasonable expenses directly attributable to termination.

B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Inspector fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Inspector, and provided Owner or Inspector do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Inspector 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 Inspector, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 – DISPUTE RESOLUTION

16.01 *Methods and Procedures*

A. Either Owner or Contractor may request mediation of any Claim submitted to Inspector for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.

B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

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

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

competent jurisdiction.

ARTICLE 17 – MISCELLANEOUS

17.01 Giving Notice

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

17.02 Computation of Times

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

17.03 Cumulative Remedies

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

17.04 Survival of Obligations

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

17.05 Controlling Law

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

17.06 Headings

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

**VILLAGE OF HAMILTON
Madison County**

CONTRACT DOCUMENTS

FOR

NATURAL GAS DISTRIBUTION SYSTEM

CONTRACT FOR CONSTRUCTION OF A MUNICIPAL NATURAL GAS LOCAL
DISTRIBUTION UTILITY

SECTION V: AGREEMENT

December 2013

AGREEMENT

THIS AGREEMENT is by and between _____ (“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:

The work consists of providing all equipment, labor and material necessary to construct the Village of Hamilton natural gas City Gate Station and distribution pipelines according to design specifications and contract plans. The WORK to be performed will be the installation and site work required to install all buildings steel pipelines, plastic pipelines, conduits, valves, regulators, elbows, tees, heaters, odorizers, charts, and meters. This work will also include all site work, fabrication of piping facilities, driveways, erection of buildings and supports, fencing, electrical, communication, purging, pressure testing, and finished landscape.

ARTICLE 2 – THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

The Project is the installation of new gas facilities to serve the Village of Hamilton and surrounding general area.

Contract #1 – City Gate Station – Shall include all Station Construction up to and including the 10” steel transition fitting at Station 0+00.

Contract #2 – North Pipeline - Shall include the 10” HDPE pipeline from Station 0+00 to 231+00, including the 10” x 8” reducing fitting. This contract to include 95’ of 2” main at Station 63+40 (The Mosher Extension).

Additional Work – Please provide an all-inclusive rate for 2” HDPE and smaller services on a per foot basis. This per foot price to include all necessary labor, equipment, and material to provide a service line from the main up to and including the service riser. Price to include air test and surface restoration.

Contract #3 – South Pipeline – Shall include all remaining 8” and smaller pipelines, beginning at Station 231+00.

Additional Work – Please provide an all-inclusive rate for 2” HDPE and smaller services on a per foot basis. This per foot price to include all necessary labor, equipment, and material to provide a service line from the main up to and including the service riser. Price to include air test and surface restoration.

Contract #4 – Entire Pipeline – Shall include both Contract #2 and Contract #3 combined.

Additional Work – Please provide an all-inclusive rate for 2” HDPE and smaller services on a per foot basis. This per foot price to include all necessary labor, equipment, and material to provide a service line from the main up to and including the service riser. Price to include air test and surface restoration.

ARTICLE 3 – ENGINEER and INSPECTOR

- 3.01 The Project has been designed by Integrity Engineering PLLC, which is to act as Owner’s technical advisor, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.
- 3.02 The Inspector will be Owners employee or representative/ agent at the Site, will act as directed by and under the supervision of Owner, and will confer with Owner regarding Inspectors actions. Inspector’s dealings in matters pertaining to the Work in general shall be with Owner and Contractor. Inspector’s dealings with Subcontractors shall be through or with the full knowledge and approval of Contractor

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 Days to Achieve Substantial Completion and Final Payment

- A. The Work will be substantially completed on or before August 29, 2014, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before September 24, 2014.

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 loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner **\$2000.00** for each day between August 29, 2014, and September 5, 2014 that expires without the work being substantially completed. For each day after September 5, 2014, that expires without the work being substantially completed, Contractor shall pay Owner \$4,000.00 until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner **\$2000.00** for each day that expires after the time specified in Paragraph 4.02 above

for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A below:.

A. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item:

<u>Contract No.</u>	<u>Description</u>	<u>UNIT PRICE WORK</u>		
		<u>Unit</u>	<u>Est. Quantity</u>	<u>Bid Price</u>
1	Construct City Gate Station	EACH	1	\$
2	Construct North Pipeline	EACH	1	\$
3	Construct South Pipeline	EACH	1	\$
4	Construct Entire Pipeline	EACH	1	\$

Total of all Bid Prices (Unit Price Work) \$ _____

The Bid prices for Unit Price Work set forth as of the Effective Date of the Agreement are based on estimated quantities. As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

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

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 14th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of 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 in the General Requirements.

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 Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.

- a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Inspector, and if the character and progress of the Work have been satisfactory to Owner, Inspector, and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner, Inspector and Engineer, there will be no additional retainage; and
 - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Inspector as provided in said Paragraph 14.07.

ARTICLE 7 – INTEREST

- 7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 6 percent per annum, unless a different rate has been established by the Commissioner of Taxation and Finance pursuant to Section 1096 (e) of the NYS Tax Law.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all federal, state, and local 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 contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph C-4.02 of the General Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been

identified in Paragraph C-4.06 of the General Conditions as containing reliable "technical data."

- E. Contractor has considered the information known to Contractor; 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, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that 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 Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement
 - 2. Performance bond
 - 3. Payment bond
 - 5. General Conditions
 - 6. Drawings consisting of 90 sheets with each sheet bearing the following general title:
Hamilton Pipeline.
 - 7. Addenda
 - 8. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid
 - b. Documentation submitted by Contractor prior to Notice of Award

9. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
- a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change 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 Paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

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

10.02 Assignment of Contract

- A. 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, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

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

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and

binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that

comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 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.

ARTICLE 11 – MATERIALS

11.01 *Procurement*

A. The CONTRACTOR shall procure and provide within the VALUE OF CONTRACT the whole of the materials, pipe, fittings, and equipment required for the construction including steels, cement and other building material, tools, tackles, and construction plant for the completion and maintenance of the WORK. The OWNER will only approve the procurement of materials which bear ISI stamp and/or which are supplied by reputed suppliers.

11.02 *Storage*

A. The CONTRACTOR shall properly store all materials either issued to him or brought by him to the SITE to prevent damages due to rain, wind, direct exposure to sun, etc. as also from theft, pilferage, etc. for proper and speedy execution of his works. The CONTRACTOR shall maintain sufficient stocks of all materials required by him.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

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

OWNER:

CONTRACTOR

By: _____
Title: _____

By: _____
Title: _____

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

Attest: _____
Title: _____

Attest: _____
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.)

**VILLAGE OF HAMILTON
Madison County**

CONTRACT DOCUMENTS

FOR

NATURAL GAS DISTRIBUTION SYSTEM

CONTRACT FOR CONSTRUCTION OF A MUNICIPAL NATURAL GAS LOCAL
DISTRIBUTION UTILITY

APPENDIX A: TECHNICAL SPECIFICATIONS

December 2013

APPENDIX A: TECHNICAL SPECIFICATIONS

Gas Work Requirements:

Only qualified Contractor personnel shall work on the installation of, or repair of, gas facilities. Qualified Contractor shall meet the following requirements/certifications:

- Department of Transportation (DOT), Part 192, 49 CFR
- Codes and Regulations of the State New York, Public Safety Title 16, Part 255.
- The Contractor employees need to have current Federal DOT Operator Qualifications for applicable covered tasks.
- The contractor needs to have a DOT approved Drug and Alcohol program.

The Owner will have sole discretion in the qualification of the contractor.

DRUG TESTING PROGRAM:

The Federal Department of Transportation (DOT) rule, 49 CFR art 199, titled -control of Drug Use in Natural Gas, Qualified Natural Gas, and Hazardous liquid Pipeline Operations, requires operators of gas pipeline facilities to test employees for the presence of prohibitive drugs. Employees in the contract of the regulation means any person who performs an operating, maintenance, or emergency response function on a pipeline facility. Such person may be directly employed by the Owner or by a Contractor engaged by the Owner. The regulation requires that Contractor personnel employed by the Owner who perform leakage surveys, x-raying of pipeline repairs, welding or fusing on energized piping, installation and tapping tie-in pieces and service line corrections and those who operate excavation equipment for the aforementioned functions must be tested. Additionally, Contractor equipment operators who provide excavations in which Owners personnel perform repair or maintenance functions must be included in the testing program.

The Owner will require the Contractor to have an anti-drug program which provides drug testing, education, and training as required by the regulation for all employee positions performing the covered functions. The Contractor will provide a copy of their written program to the Owner for review and acceptance. The Owner will not authorize the performance of covered work by the Contractor until the Contractor's drug testing program is received. Additionally, the Contractor must allow the Owner and representatives of the State regulatory agency (PSC) administering the program to access its property and records for the purpose of monitoring the Contractors compliance with this regulation. The contractor shall provide written proof of a drug testing program and a listing of all covered employees prior to start of gas related work.

If the Contractor's performance is in violation of the Contract anti-drug program referenced above, and the Owner incurs costs such as fines, etc. due to the Contractor's inadequate performance, the Owner shall have the right to back charge the Contractor for the recovery of such costs. Upon written notice to the Contractor by the Owner, the Owner will, at its sole discretion, either deduct said fines, etc. from monies due the Contractor for work performed and approved.

INSPECTION AND CORRECTION OF DEFECTIVE WORK:

All material and workmanship will be subject to inspection, examination, and test, by a representative assigned by the Owner, at all times during construction and at all places where construction is carried on.

The Contractor shall replace any portion of the work that is unacceptable or improper and remove from the premises any materials furnished by the Contractor or Owner, whether worked or unworked, that do not comply with the requirements of the contract as determined by the Inspector.

No work shall be enclosed or covered until it has been inspected and approved by the Inspector. Should any work be covered without having been so inspected and approved, the Contractor shall if so required, uncover at his expense, such work for inspection by the Inspector.

General Construction Specifications-

All construction activities and procedures shall follow Construction Plans and conform to Village of Hamilton Gas Construction Standards, and Hamilton Welding Standards, and Environmental Management & Construction Standards and Practices for Underground Transmission and Distribution Facilities in New York State. Other general conditions are summarized below. The bid documents will be binding over any conflicts or discrepancies between any of the Construction standards, Construction plans, or other referenced manuals.

General:

Installation of all gas facilities shall be in accordance with the specifications and standards as herein specified unless specific exceptions are authorized by the Owner in writing. The Contractor shall give due consideration to the interest of the general public whenever involved and shall carry out all work in such a manner as to cause the general public a minimum of inconvenience. The Contractor shall exercise prudent care to insure that persons or property will not be injured or damaged during the progress of construction.

Opencut excavations shall be made to the widths and depths necessary for constructing all structures, pipelines and other conduits included in the Contract, according to the Plans, and includes the excavation of any material which, in the opinion of the Inspector, is desirable to be excavated for any purpose pertinent to the construction of the work. Banks more than 5 feet high, where a danger of slides or cave-ins exist, shall be shored or sloped to the angle of repose. Where excavations are to be made below groundwater, the Contractor shall submit to the Inspector for approval, in detail, his proposed method for control of groundwater, including a description of the equipment he plans to use and the arrangement of such equipment. No such excavation shall be started until approval of the Inspector has been obtained.

Loading, Hauling, Stringing and Handling of Material:

The Contractor shall furnish all supervision, labor, and equipment necessary to load and haul pipe and materials from designated storage yards to the work sites and to string it along the right-of-way, unless otherwise stated by the Inspector.

Precautions for the Handling of Pipe:

All pipe shall be stored so as to minimize the possibility of the material being damaged by crushing, scratching, or piercing. No covering (tarps or black plastic sheets, etc.) shall be placed over this material during storage. When unloading pipe, the placement areas are to be clear of any objects that could scratch or gouge the pipe. Pipe shall be unloaded with padded slings, not hooks or chains. Coiled pipe shall not be moved by rolling nor shall coiled or other plastic pipe be dropped from heights. Tools, supplies and other equipment shall never be placed on the top of the pipe being moved. The exact height at which plastic pipe can be stacked will be furnished by the Inspector. At no time shall loading cause the pipe to be forced out of round. During stringing care shall be taken to avoid dragging the pipe over rocks or other abrasive material. The pipe shall be inspected for cuts, gouges, deep scratches, and other imperfections before installation, and damaged pieces shall be removed, at the discretion of the Inspector.

Clearing:

The site of all opencut excavations shall first be cleared of obstructions preparatory to excavation. This includes the removal and disposal of vegetation, trees, stumps, roots and bushes, except as specified under the subsection headed "Trench Excavation."

Unauthorized Excavation:

Wherever the excavation is carried beyond or below the lines and grades shown or given by the Inspector, all such excavated space shall be refilled with such material and in such manner as may be directed in order to ensure the stability of the various structures. Spaces beneath all manholes, structures or pipelines excavated without authority shall be refilled by the Contractor at his own expense, with Class D concrete, or select sand or crushed stone fill material, and properly compacted, as ordered by the Inspector.

Trench Excavation:

Before starting trench excavation, all obstructions which are to be removed or relocated shall be cleared away. Trees, shrubs, poles, and other structures which are to be preserved shall be properly braced and protected. All trees and large shrubs shall be preserved with damage to the root structure held to a minimum, unless otherwise shown or specified. Small shrubs may be preserved or replaced with equivalent specimens.

Prior to trenching, the Contractor shall obtain the location all known existing underground utility and private non-utility facilities that must be marked in accordance with New York State Industrial Code Rule 753. The Contractor shall exercise caution during any construction operation to avoid damage to any existing underground structure or facility of the Village or other parties. The Contractor shall do whatever is necessary to protect such facilities during construction and in the event of any damage due to the Contractor's negligence, the Contractor shall accept full responsibility for all repairs.

The width of trenches shall be such as to provide adequate space for workmen to place, joint, and backfill the pipe properly, but shall be kept to a minimum. Unless otherwise approved by the Inspector, the clear width of the trench at the level of the top of the pipe shall not exceed the sum of the outside diameter of the pipe barrel plus 24 inches.

In sheeted trenches, the clear width of the trench at the level of the top of the pipe shall be measured to the inside of the sheeting.

Where directed by the Inspector, the Contractor shall excavate, tunnel and backfill by hand, or install trunk protection to avoid unnecessary damage or injury to ornamental shade trees. Major roots (2 inches or larger) of mature trees shall not be cut. Major roots or trees located in landscaped area, which will be exposed directly to sunlight for more than 4 hours, shall be protected from drying out by shading them or wrapping them with wet burlap. Where cutting is necessary, such roots shall be trimmed with a clean manual pruner. Backfill material will be carefully replaced to avoid air pockets beside roots. Excavation equipment shall be operated so as to avoid damage to tree trunks. Inadvertent damaged and/or destroyed shrubs and trees shall be replaced as directed by the Inspector, at the contractor's expense. No storage of construction equipment, supplies, fuels and other chemicals shall be allowed within 100 feet of ornamental shade trees.

The open excavated trench preceding the pipe laying operation and the unfilled trench with pipe in place shall be kept to a minimum length causing the least disturbance to traffic and use of adjacent property. Ladders shall be provided and so located as to provide means of exit from the trench without more than 25 feet of lateral travel.

Trenches that will remain open overnight or on non-working days shall be adequately barricaded or fenced. Adequate signs and suitable barricades with reflectors and lights shall be erected and maintained around all open boring and receiving pits, and other excavations along public highways and other frequented places while work is in progress to ensure protection of the public. No excavations will be left open overnight within the NYSDOT ROW.

Segregation and Disposal of Material:

Topsoil suitable for final grading and landscaping and excavated material suitable for backfilling or embankments shall be stockpiled separately on the site in locations approved by the Inspector. Excavated and other material shall not be stored nearer than 4 feet from the edge of any excavation and shall be so stored and retained as to prevent its falling or sliding back into the excavation. Surplus excavated material and excavated material unsuitable for backfilling or embankments shall become the property of the Contractor and shall be transported, as approved by the Inspector, away from the site of the work to the Contractor's own place of disposal.

Tunneling:

Where open cut construction is precluded, machine tunneling shall be used to provide a passageway under obstacles for the installation of the pipe. The techniques used could include boring, drilling, pushing, driving casing, etc. In all cases the operations shall be performed in accordance with the Construction drawings, specifications and procedures. In addition, all conditions of applicable permits shall be adhered to. All crossed facilities shall be exposed to ensure they are not damaged.

Shoring and Sheeting:

All excavations shall be properly shored, sheeted, and braced or cut back at the proper slope to furnish safe working conditions, to prevent shifting of material, to prevent damage to structures or other work, and to avoid delay to the work, all in compliance with the U. S. Department of Labor Safety and Health Regulations for Construction promulgated under the Occupational Safety and Health Act of 1970 (PL 91-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL 91-54). The minimum shoring, sheeting and bracing for trench excavations shall meet the general trenching requirements of the safety and health regulations. Bracing shall be so arranged as not to place any strain on portions of completed work until the general construction has proceeded far enough, in the opinion of the Inspector, to provide ample strength. If the Inspector is of the opinion that at any point the sheeting or supports furnished are inadequate or unsuited for the purpose, he may order additional sheeting or supports to be installed. Whether or not such orders are issued, the sole responsibility for the design, methods of installation, and adequacy of the sheeting and supports shall be and shall remain that of the Contractor.

The sheeting and bracing shall be removed as the excavation is refilled in such a manner as to avoid the caving in of the bank or disturbance to adjacent areas or structures except as otherwise shown or directed.

Pipe and Structure Bedding:

All pipelines shall be bedded in well graded, compacted select fill material. Select fill material shall be sand, conforming to the subsection headed "Select Fill Material - Sand" and/or crushed stone, conforming to the subsection headed "Select Fill Material - Crushed Stone," as shown on the Plans, specified or ordered in writing by the Inspector. Pipe bedding shall be constructed in accordance with the details shown on the Plans.

Existing underground structures, tunnels, conduits and pipes crossing the excavation shall be bedded with compacted select fill material. Bedding material shall be placed under and around each existing underground structure, tunnel, conduit or pipe and shall extend underneath and on each side to a distance equal to the depth of the trench below the structure, tunnel, conduit or pipe.

Pipe Installation Procedure:

Pipe shall be inspected for cuts, gouges and deep scratches prior to installation and damaged pieces removed. Additionally the pipe shall be free from dirt, water or other debris before installation. Plastic pipe shall

be protected from any oils, cleaners, solvents, etc. which may be on the job site. Only pipe which is supplied in coils may be bent with a minimum radius of 20 times the pipe diameter. When the pipe is bent, there shall be no joints, fusion or mechanical, within the bend or within twenty pipe diameters on either side of the bend. All bends shall be inspected for damage and any damaged section shall be removed and replaced with a new section of pipe.

All Contractor personnel who will be performing the joining of plastic pipe by either the heat fusion method or by the use of mechanical couplings shall be tested and qualified in accordance with the Owners operator qualification procedures. Only qualified Contractor personnel shall perform plastic joining on the Owners facilities. The qualification testing shall be done under the supervision of Inspector on the Owners property, using the Contractor's equipment at the Contractor's cost. The Contractor shall furnish all fusion equipment required to complete the work and assure proper maintenance, inspection, and checks are performed on the equipment in accordance with Owners standards. The Inspector has the option to require the Contractor to cut out or remove any fusion which is determined not to be acceptable during visual inspection. Such removal and rejoining does not constitute an extra item. A heat fusion joint shall not be made in the rain or snow unless a shelter is provided and such method is approved by the Inspector. The ends of the pipe and the heating tools shall be kept dry during the entire fusion process. If the Inspector deems it impractical to continue plastic fusion, such suspension shall be at no penalty to the Owner.

To facilitate future locating with pipe locators, a copper tracer wire shall be installed in the trench in close proximity to the plastic pipe, but not touching, wrapped around or taped to the plastic pipe. Plastic pipe shall be installed with sufficient slack to provide for possible contraction and not pulled tight and straight. The tapping of mains, if required, shall be performed only by personnel qualified in the tapping operation.

Lowering and Laying the Pipe in Trench:

The bottom of the trench shall be reasonably level and free of all rock and other sharp objects. If the pipe is to be installed in either a rock excavation or soil which may damage it, a bedding of three inches of small particle size soil shall be placed in the trench prior to the placing of the pipe. Small particle size soil material shall be considered as material which is either rounded and contains particles 1/2 inch or less in diameter, or sand.

For plastic pipe installations, in all instances where service or branch connections are made or where transitions from other piping materials or sizes are made, it shall be required to place small particle size soil or sand bedding under the piping to assure adequate support. Backfilling should be performed in a manner which will provide firm support under and around the pipe. All fittings on intersecting points shall be bedded and tamped to assure firm support of pipe and fitting.

The Contractor's equipment shall be used to lower and lay the pipe and associated fittings in the trench. When lowering, care shall be taken to avoid imposing unnecessary stresses on the pipe or inflicting damage to the pipe and/or coating. Chains or cables shall at no time be used to maneuver the pipe. When lowering pipe into the trench, the ends shall be plugged. If the pipe is damaged after being placed in the ditch, the damaged portion shall be cut out and replaced with a new section of pipe. Sections of installed pipe left exposed overnight shall have a fitting installed at the open end or ends that will prevent the entrance of foreign material and provide a water tight seal. The ends of the pipe can either be capped, plugged or have steel plates welded to them to achieve this purpose.

Removal of Water:

At all times during the excavation period and until completion and acceptance of the work at final inspection, ample means and equipment shall be provided with which to remove promptly and dispose of properly all water entering any excavation or other parts of the work. The excavation shall be kept dry. Water pumped or drained from the work hereunder shall be disposed of in a safe and suitable manner without damage to adjacent property or streets or to other work under construction. Water shall not be discharged onto streets without adequate protection of the surface at the point of discharge. No water shall be discharged into sanitary sewers. No water containing settleable solids

shall be discharged into storm sewers. Any and all damage caused by dewatering the work shall be promptly repaired by the Contractor.

Backfilling:

All excavation shall be backfilled to the original surface of the ground or to such other grades as may be shown or directed. For areas to be covered by topsoil, backfill shall be left 4 inches below the finished grade or as shown on the Plans. The time elapsing before backfilling is begun shall be subject to the approval of the Inspector. In all backfilling, all compressible and destructible rubbish and refuse which might cause later settlement and all lumber and braces shall be removed from the excavated space before backfilling is started, except that sheeting and bracing shall be left in place or removed as the work progresses. Where there is considerable water found in the trench, it shall be removed from the trench before backfilling at the discretion of the Inspector.

The backfill shall be compacted around the pipe to attain the degree of compaction necessary to avoid settlement. A trench in any roadway or driveway shall be backfilled with successive 12-inch layers and tamped after each layer until the trench is filled. The state, county or municipal authority having jurisdiction shall also approve all backfill materials and the compaction level.

Unsuitable Backfill Material:

When the excavated material contains garbage, glass, tin cans, wood, or other trash or objectionable organic material, as determined by the Inspector, it shall not be used for backfill but shall be disposed of by the Contractor away from the site of the work to his own place of disposal. The unsuitable materials shall be replaced with backfill material which shall be sand, clay, gravel, sandy loam, or other excavated material free of objectionable organic matter, as approved by the Inspector.

Select Fill Material:

Select fill material shall be used for pipe bedding, trench and structure backfill, and other purposes as shown on the Plans, specified, and ordered in writing by the Inspector.

Select fill material shall be sand, conforming to the requirements of the subsections headed

"Select Fill Material - Sand" or crushed stone or limestone screenings, conforming to the requirements of the subsection headed "Select Fill Material - Crushed Stone."

Select Fill Material – Sand:

Sand used for pipe bedding or as select fill material for trench or structure backfill shall consist of job excavated sand or imported sand which can be readily and thoroughly compacted.

Sand shall be reasonably well graded and shall fall within the following gradation limits:

Passing No. 4 sieve - 95 percent (minimum)

Passing No. 200 sieve - 10 percent (maximum)

Select Fill Material - Crushed Stone:

Crushed stone used for pipe bedding, or as select fill material for trench or structure backfill shall consist of clean, durable rock, angular in shape, which can be readily and thoroughly compacted. Crushed stone shall be reasonably well graded and shall be no greater than a No. 57 stone.

Pipe and Structure Bedding:

All pipelines shall be bedded in well graded, compacted select fill material. Select fill material shall be sand, conforming to the subsection headed "Select Fill Material - Sand" and/or crushed stone, conforming to the subsection headed "Select Fill Material - Crushed Stone," as shown on the Plans, specified or ordered in writing by the Inspector. Pipe bedding shall be constructed in accordance with the details shown on the Plans.

Existing underground structures, tunnels, conduits and pipes crossing the excavation shall be bedded with compacted select fill material. Bedding material shall be placed under and around each existing underground structure, tunnel, conduit or pipe and shall extend underneath and on each side to a distance equal to the depth of the trench below the structure, tunnel, conduit or pipe.

Finish Grading:

Finish grading shall be performed to meet the existing contour elevations and grades shown on the Plans or given by the Inspector and shall be made to blend into adjacent natural ground surfaces. All finished surfaces shall be left smooth and free to drain.

Grading outside of pipelines or structure lines shall be performed in such a manner as to prevent accumulation of water within the area. Where necessary or where shown on the Drawings, finish grading shall be extended to ensure that water will be carried to drainage ditches, and the construction area left smooth and free from depressions holding water.

Responsibility for After Settlement:

Any depression which may develop in backfilled areas from settlement within one year after the work is fully completed and accepted shall be the responsibility of the Contractor. The Contractor shall, at his own expense, provide as needed additional backfill material, pavement base replacement, permanent pavement sidewalk curb and driveway repair or replacement, and lawn replacement and shall perform the necessary reconditioning and restoration work to bring such depressed areas to proper grade as approved by the Inspector.

Lawn Replacement:

The Contractor shall replace all lawn areas which have been removed or damaged due to construction. Lawn replacement includes fine grading the areas to be restored and furnishing and placing topsoil, fertilizer, sod, sprigs, seeding, and maintaining all areas. Grassing and mulching or sodding lawn areas will be required as directed. Grassing shall be accomplished by seeding.

Topsoil:

Where areas are to be restored by sodding, topsoil shall be placed to a minimum compacted depth of 2 inches over the subgrade. Where areas are to be restored by grassing, topsoil shall be placed to a minimum compacted depth of 4 inches over the subgrade. All topsoil shall be suitable excavated topsoil which has been segregated or other topsoil material approved by the Inspector. Topsoil shall be free from stones, roots, sticks, or other foreign substances.

Testing:

A satisfactory pressure test of all installed pipe conforming to the Owners testing standard shall be required before final acceptance by the Owner. Prior to testing the installed pipe shall be pigged (pig supplied by contractor) to remove any foreign material from the pipeline. A pressure test for the detection of leakage shall be performed by attaching a calibrated gauge (supplied by the contractor) that will indicate 2 PSI increments or less to the pipe. The pressure test shall be according to DOT, Part 192, Subpart J, Test Requirements, each segment of steel and plastic pipeline must be tested in accordance with this section. The specified test pressure and length of the test duration (not to exceed 24 hours) shall be provided by the Owner. The test shall be witnessed and approved by a Village representative or PSC representative, if required. The contractor must coordinate test through the Inspector and provide at least 5 days advance notice to the PSC representative. The Contractor shall be responsible for the correction of any deficiencies due to faulty workmanship found by the testing.

Commissioning and Purging:

All mains shall be purged of air after a satisfactory pressure test is completed. Contractor shall provide and install all necessary material and equipment for purging. Contractor shall coordinate the sequencing of all purging with the inspector.

General Specifications- City Gate Station

All construction activities and procedures shall follow Construction Plans and conform to Village of Hamilton Gas Construction Standards, and Hamilton Welding Standards, and Environmental Management & Construction Standards and Practices for Underground Transmission and Distribution Facilities in New York State. Other general conditions are summarized below. If discrepancies occur between any of the Construction standards the Construction plans shall be followed.

COATED STEEL PIPE CONSTRUCTION

Pipeline Welding

The contractor shall weld all steel pipe together by means of electric arc techniques for nominal sizes 2" and larger. The Contractor shall also install all valves, fittings and appurtenances into the pipeline by approved methods.

All welds shall meet each and every requirement set forth under these specifications and all welding rod used shall be approved by the Inspector.

Only welders certified per the Owners welding procedures shall perform any welding on the pipeline. Only proper welding equipment in good working order shall be used.

All welders shall have successfully completed a qualification test performed annually according to the Owners welding procedures for each specific welding procedure. Additionally, the welders shall have proof of qualifications and shall be required to present such proof when requested.

A welder may retain certification by having one or more welds tested and found acceptable every six (6) months. If a welder's certification expires, he must successfully complete a qualification test before being allowed to weld.

Testing of Welders

The Owner reserves the right to test any welder the Contractor intends to use on a project before the welder is allowed to work on the project. If any weld fails to meet the Owners specifications, the Owner reserves the right to disqualify the welder from performing any welding on the project.

The Contractor shall be responsible for all expenses incurred in the testing of welders and any expenses resulting from the failure of any welder to qualify.

Welding Procedures

If the ends of the pipe are bent or damaged, the damaged or bent section shall be removed prior to welding so that proper alignment can be obtained.

Prior to performing the weld, every length of pipe shall be aligned so that the longitudinal seam shall be located on the upper surface of the pipe within 45 degrees of the vertical. Successive lengths of pipe shall be rotated to avoid aligning longitudinal seams.

The Contractor shall use line-up clamps on pipe diameters three (3) inches and larger to ensure proper alignment of the lengths of pipe. Line-up clamps shall be left in place until the first pass or root bead is at least 50% completed in equally spaced segments.

When pipes or components of dissimilar material grades are to be joined by welding, they must be prepared according to a procedure specific for the joining of those two dissimilar grades.

Unless otherwise specified, change in pipe direction shall be made with an elbow. A miter shall only be used to deflect the pipe 1 degree or less. Miter joints shall be made by cutting equal amounts from both pipe ends. The mitered pipe ends must butt together properly. No more than two miter joints are allowed for each deflection. The miter joints shall not be closer than one pipe diameter from each other as measured from the crotch of each joint.

When welding pipe to slip-on flanges, the pipe must be fully penetrated into the slip-on flange with all edges of the pipe extending to the internal face of the flange.

Unless otherwise specified, the Contractor shall also field fabricate all pipeline fittings necessary for tie- into existing mains. All field-fabricated fittings shall be constructed to the satisfaction of the Inspector.

Unless appropriate protection is provided, the Contractor shall not perform any weld when the quality of the weld could be impaired by the prevailing weather conditions.

Testing of Welds

Owner will provide an independent weld inspector, and weld xray technicians on site as required. The contractor will cooperate and coordinate the scheduling of these service with the Owner. All welds will be inspected by means of visual, destructive or nondestructive methods, or any combination thereof as determined by the Owner. Owner will require that 100% of all welds on steel mains be radiographically (x-ray) tested. The Owner reserves the right to order sections of the line, including a weld, to be cut out and tested at any time.

The Contractor shall immediately remove the designated section and deliver it to the Inspector. If any test fails in the weld metal, the entire weld shall be considered as failing to meet the Owners specification. The Contractor shall prepare all welds for test at his own expense and to the satisfaction of the Inspector. The Contractor shall, at his own expense, remove and/or replace any weld failing to meet the Owners specifications.

Pipe Certifications

The Contractor is to provide the Owner with copies of all mill certifications for all steel pipe and fittings used in the project.

Pipeline Strains

Wherever the Inspector has reason to believe there is a strain on a section of pipeline that has been installed in the trench, the Contractor shall sever the pipe. If the two ends of the pipe pull apart, the Contractor shall, at his own expense, reconnect the two ends with no strain upon the pipeline and wrap the new field joint to the satisfaction of the Inspector. If the ends of the pipe do not pull apart, the Owner shall assume the expense of severing the pipe, re-welding the pipe together, and wrapping the field joint.

Pipe Cleaning:

All open ends of pipe lowered into a trench shall be properly closed to prevent entry of any foreign matter. At the end of each working day, the open ends of the pipeline shall be properly closed to prevent foreign matter from entering the pipe. Should foreign matter enter the pipeline due to lack of proper care by the Contractor, the Inspector shall require the Contractor to clean the line by swabbing or pigging at the Contractor's expense and to the satisfaction of the Inspector.

If required by the Inspector, the interior length of every pipe shall be swabbed before it is welded or fused to the adjoining length to ensure that it is free of dirt or obstructions of any kind.

Repair of Steel Pipe

All imperfections or damages which may impair the serviceability of the pipe shall be repaired by the Contractor at his own expense in accordance with the method prescribed by the Inspector.

Protective Coating

The shop applied protective coating of each and every length of pipe shall be tested by the contractor with a high potential Holiday Detector.

All coatings, wrappings and patches applied by the Contractor shall also be subject to test with a high potential Holiday Detector as determined by the Inspector. Any defects discovered by this test shall be repaired by the Contractor at his own expense and to the satisfaction of the Inspector.

If the protective coating of any pipe is damaged, it shall be repaired by the Contractor at his own expense and to the satisfaction of the Inspector.

Insulating Flanges

Insulating gaskets shall be neoprene faced, mica, or equal suitable for natural gas duty. Flange insulating kits shall be Central Plastics, or F. H. Maloney Company of Houston, or approved equal, with

gaskets of phenolic or other approved material, and plastic insulating sleeves for flange bolts and double plastic washers for flange nuts.

Epoxy Coating for Pipe

Steel gas piping shall have a 12 mil fusion bonded epoxy coating. The coating is to be a one-part, heat curable, thermosetting powdered epoxy coating designed to provide corrosion protection of the pipe.

Pipe coating shall meet or exceed the following standards:

- | | | |
|-----|---------------------|----------------|
| (1) | Impact | ASTM G 14 |
| (2) | Abrasion Resistance | ASTM D 1044 |
| (3) | Shear | ASTM D 1002 |
| (4) | Tensile Strength | ASTM D
2370 |

Field Coating for Pipe, Joints and Fittings

Field joint coating sleeves shall be a one piece, heat shrinkable, wrap-around of 80 Mils (total sleeve thickness) with a one-piece welded clear closure seal attached to the backing, the width shall be 12 inches. Field joint coating sleeves shall be for below ground applications, and designed for 135 degrees F maximum operating temperature of the pipeline. Sleeve shall be the Canusa one-piece WindoWeld™ Wrapid Sleeve™ with a clear, weldable closure strip, product designation KTC- 170-12" YE WW.

All buried materials shall be coated. The field coating or repair shall be at least equal to the mill-applied coating in thickness, bond, and electrical resistance.

All field coating and wrapping shall be done in the manner recommended by the manufacturer of the coating and wrapping materials, and as accepted by the Engineer. One copy of the approved instruction for coating and wrapping the pipe shall be at the job site at all times.

After the lengths of pipe have been welded together and the welds tested and accepted, the ends of the protective coating shall be trimmed and any damaged coating removed. The bare section of the pipe, including the weld, shall be cleaned of all rust, scale, dirt or other foreign material. An approved primer, mastic, and three layers of tape shall be applied to the satisfaction of the Inspector.

CITY GATE MATERIAL SPECIFICATIONS

All material and equipment must meet approval by the Owner. All materials shall meet or exceed all applicable referenced standards, federal, state and local requirements, and conform to codes and ordinances of authorities having jurisdiction. Contractor shall provide Owner 2 copies of all operating manuals and installation instructions for all purchased equipment.

A. **BUILDINGS:** PARKLINE METAL BUILDINGS or equivalent. Gambrel roof style and color scheme

to be approved by owner.

- 12' x 16' METER & DAC BUILDING
2 SINGLE DOORS WITH PUSH PANIC HARDWARE
FIRE BARRIER BETWEEN METER AND DAC ROOMS
EXPLOSION PROOF LIGHTING
RIDGE VENT AND DOOR LOUVERS
CONTAINS: FILTER, METER RUN, ELECTRONICS, PIPE AND VALVING
- 8' x 16' REGULATOR BUILDING
DOUBLE DOOR WITH PUSH PANIC HARDWARE
EXPLOSION PROOF LIGHTING
RIDGE VENT AND DOOR LOUVERS
CONTAINS: REGULATORS, PIPING AND VALVING, ODORIZER AND TANK,
RECORDING CHART, PILOT HEATERS

B. VALVES:

- 2" QUARTER TURN, BALL VALVES
CLASS 600 RF x RF
REDUCED PORT
LEVER OPERATED
TRUNION MOUNTED
BLOCK AND BLEED LINES
- 4" QUARTER TURN, BALL VALVES
CLASS 600 RF x RF
REDUCED PORT
LEVER OPERATED
TRUNION MOUNTED
BLOCK AND BLEED LINES

C. HEATER: COLD WATER TECHNOLOGIES

- MODEL 140
3" CLASS 600 FLANGES

D. FILTER: APOLLO

- 3" CLASS 600, RF x RF
COALESCING FILTER ELEMENT
LINE MOUNTED WITH QUICK OPENING TOP

E. METER: DRESSER ROOTS

- SERIES B3-HPC METER
7M
METER INDEX WITH INSTRUMENT DRIVE
MERCURY MMX P&T CORRECTOR
3" CLASS 600, RF x RF, INLET AND OUTLET FLANGES

MINIMUM FLOW= 33 Mscfd @ 700 psig
MAXIMUM FLOW= 6969 Mscfd @ 600 psig

F. REGULATORS: MOONEY FLOWGRID

- DUAL REDUNDENT RUNS
STANDBY MONITOR SET
2" CLASS 600, RF x RF
(2) SETS OF SPARE DIAPHRAGMS TO BE INCLUDED

G. CATHOTIC PROTECTION:

- 50 LB. MAGNESIUM ANODES
TEST STATION REQUIRED FOR EACH SECTION OF BURIED STEEL PIPE

H. ODORIZER: ZECK

- Z9000
TBM
120 GALLON TANK WITH CONTAINMENT
REQUIRES PULSES FROM THE METER OR FLOW RATE FROM AN RTU TO
ODORIZE AUTOMATICALLY

I. TEMPERATURE AND PRESSURE RECORDING CHART: MERCURY

- 12" DUAL PEN
WALL MOUNT
P1 0-1500 PSIG
P2 0-150 PSIG
T1 -30F – 100F

J. PILOT HEATER: BRUEST

- MODEL 1800
DUAL COIL
FM W/EXP JUNCTION BOX

K. RELIEF VALVE: MERCER

- CLASS 150
4" X 6"
O-RING REBUILD KIT TO BE INCLUDED

PIPELINE MATERIAL SPECIFICATIONS

All material must meet approval by the Village of Hamilton. All materials shall meet or exceed all applicable referenced standards, federal, state and local requirements, and conform to codes and ordinances of authorities having jurisdiction.

HDPE PIPE

SPEC # S100 – ½” SDR 7

SPEC # S101 – 1”

SPEC # P100 - 2”

SPEC # P101 - 4”

SPEC # P102 - 6”

SPEC # P103 - 8”

SPEC # P104 - 10”

SPEC # P105 – 14”

High Density Polyethylene Pipe- SDR 11 (1/2” SDR 7) high density polyethylene (HDPE) plastic gas pipe. Extrude pipe with at least two yellow stripes along the pipe length from resin of PE piping material designation code PE 3408 or PE 4710 having a minimum carbon black content of 2 percent added. Material used shall conform to the referenced standards and shall have a Plastic Pipe Institute (PPI) hydrostatic design basis (HDB) of 1600 psi at a temperature of 73.4d F. Pipe must meet ASTM 02513 specification. Pipe ends to be plain and squarely cut with covers installed on each end. Mark pipe and keep quality control records according to the marking requirements in ASTM 02513, 3350, 2837, 3261, F1055, f1924.

Approved manufacturers and models:

- Performance Pipe Yellowstripe 8300
- JM Eagle black/yellow stripe HDPE
- US Poly
- Charter Plastics PE 3408/3608 Black Gas Pipe W/Yellow Stripe

½”, 1” and 2” Pipe lengths shall be on 500 ft. coils with a total length of pipe supplied according to purchase order quantity.

The 4”, 6”, 8”, 10” and 14” pipe lengths shall be on 40 ft. sticks with a total length of pipe supplied according to purchase order quantity.

POLY VALVES

SPEC # V100 - 2”

SPEC # V101 - 4”

SPEC # V102 - 6”

SPEC # V103 - 8”

SPEC # V104 - 10”

Fittings shall conform to the same SDR and size of the pipe. PE 3408 material to match pipeline. Quarter turn operation with full port opening. 2 inch square nut operator. Full port with Gear reduction system on 8” and 10” valves. Valve made from black color resin PE piping material designation code PE 3408 or PE 4710. Must meet ASTM D2513 and ANSI B16.40 specifications. Label according to the product marking requirements ASTM D2513. 124 psi maximum allowable operating pressure. Approved manufacturers and models:

- Polyvalve No. 89109
- Elster Perfection No. 46825
- Kerotest

- Central Plastics – George Fischer
- Nordstrum
- Uponor
- R.W. Lyall & Co.

HI-VOLUME TEE

SPEC # F100

Fittings shall conform to the same SDR and size of the pipe. TEE EF HDPE No-flo with 2” outlet. HDPE high volume self-tapping tee for electrofusion attachment to IPS nominal diameter plastic pipe with 2” IPS nominal diameter plain outlet. Made from black color resin of PE piping material designation code PE3408 or PE3710. Metal tapping cutter must extract and permanently retain tapping coupon. Must meet ASTM F1055 and ASTM 25113 specifications.

Approved manufacturers and models:

- George Fischer Central
- PPI gas Distribution Inc.

HIGH DENSITY POLYETHEYLENE PIPE FITTINGS

SPEC # F101 – 2” CAP

SPEC # F101P – 2” PURGE CAP with 1/2” purging pigtail

SPEC # F102 – 4” CAP

SPEC # F102P– 4” PURGE CAP with 1/2” purging pigtail

SPEC # F103 – 6” CAP

SPEC # F104 – 8” CAP

SPEC # F105 – 2” 90 DEGREE ELBOW

SPEC # F106 – 4” 90 DEGREE ELBOW

SPEC # F107 – 6” 90 DEGREE ELBOW

SPEC # F108 – 8” 90 DEGREE ELBOW

SPEC # F109 – 10” 90 DEGREE ELBOW

SPEC # F110 – 4” 45 DEGREE ELBOW

SPEC # F111 – 6” 45 DEGREE ELBOW

SPEC # F112 – 8” 45 DEGREE ELBOW

SPEC # F113 – 10” 45 DEGREE ELBOW

SPEC # F114 – 2” STRAIGHT TEE

SPEC # F115 – 4” STRAIGHT TEE

SPEC # F116 – 8” STRAIGHT TEE

SPEC # F117 – 2” X 4” REDUCER

SPEC # F118 – 4” X 6” REDUCER

SPEC # F119 – 6” X 8” REDUCER

SPEC # F120 – 8”X 10” REDUCER

Fittings shall conform to the same SDR and size of the pipe. Made from Black color resin of PE piping material designation code PE3408 or PE3710.

Approved manufacturers and models:

- Performance Pipe
- Mulcare Pipeline Solutions
- George Fischer Central
- PPI Gas Distribution

ELECTROFUSION COUPLINGS

SPEC # F121 – 2” ELECTROFUSION COUPLING

SPEC # F122 – 4” ELECTROFUSION COUPLING

SPEC # F123 – 6” ELECTROFUSION COUPLING

SPEC # F124 – 8” ELECTROFUSION COUPLING

SPEC # F125 – 10” ELECTROFUSION COUPLING

Fittings shall conform to the same SDR and size of the pipe. High density polyethylene electrofusion straight coupling. Made from black color resin of PE piping material designation code PE3408 or PE4710. Must meet ASTM F1055 and ASTM D2513 specifications. Label fittings according to the product marking requirements of ASTM F1055 and provide universal barcodes on each fitting for fusion process identification.

Approved manufacturers and models:

- George Fischer Central
- Friatec
- PPI Gas Distribution

- McJunkin Redman Corp

PUSH-IN END CAP

SPEC # F126

Fittings shall conform to the same SDR and size of the pipe. .5 inch CTS nominal diameter SDR 7 plastic bodied mechanical stab blind end stub. Stubbed and permanently caps off pipe without the ability to extend the pipe later. Fitting body made from black color resin of PE piping material designated code PE 3408 or PE 4710. Zinc coated steel stiffener. Nitrile O-rings, and moisture sealant on end connections. Must meet ASTM D2513 specification.

Approved manufacturers and models:

- Elster Perfection Permasert No. 50015

TRACER WIRE

SPEC # M100

Copper (Solid) #12 wire with a tensile strength of approximately 198 # or steel core copper clad wire with a tensile strength of 370 # shall be used for all open trench main installations. Specified tracer wire is jacketed with high molecular weight polyethylene (HMW-PE). No other wire or material shall be used as tracer wire except those specified herein.

Approved manufacturers and models:

- Paigespec
- Coleman Cable

XH TRACER WIRE

SPEC # M101

Stainless steel (stranded) #10 wire with a tensile strength of approximately 1,400 # shall be used for Horizontal directional drilling installations. Specified tracer wire is jacketed with high molecular weight polyethylene (HMW-PE). No other wire or material shall be used as tracer wire except those specified herein.

- Kris-Tech Wire Co

PIPELINE RISER

SPEC # S103 - ½" RISER

Fittings shall conform to the same SDR and size of the pipe. Anodeless gas meter riser with 0.5" CTS nominal diameter SDR 7 inlet and 0.75" MPT nominal diameter threaded outlet. Vertical leg dimension of 30 inches and horizontal leg dimension of 24 inches. Single seal design with moisture seal where plastic enters steel casing. Plastic inlet tubing shall meet ASTM 2513 specification and be made from PE3408

HDPE material. Minimum 12” long pigtail on the plastic inlet connection terminating with a Permasert stab fitting. Epoxy coating on steel casing.

Approved manufacturers and models:

- Elster Perfection

SPEC # S104 - 1” RISER

Fittings shall conform to the same SDR and size of the pipe. Anodeless gas meter riser with 1” CTS nominal diameter SDR 11 inlet and 1” MPT nominal diameter threaded outlet. Vertical leg dimension of 30 inches and horizontal leg dimension of 24 inches. Single seal design with moisture seal where plastic enters steel casing. Plastic inlet tubing shall meet ASTM 2513 specification and be made from PE3408 HDPE material. Minimum 12” long pigtail on the plastic inlet connection terminating with a Permasert stab fitting. Epoxy coating on steel casing.

Approved manufacturers and models:

- Elster Perfection

RISER BRACKETS

SPEC #S105

Stamped steel bracket to secure 0.75 to 1 inch service risers to home exterior wall. Offset riser 7.75 inches from the wall to allow placement of meter. All fasteners shall be zinc plated and packaged in a sealed plastic bag. Gray epoxy coated.

Approved manufacturers and models:

- Elster Perfection No. 74499
- Upsco No. U42002

SERVICE TEES

SPEC #S108 – 8” x ½” TEE

SPEC #S109 – 10” x ½” TEE

SPEC #S112 – 8” x 1” TEE

SPEC #S113 – 10” x 1” TEE

Fittings shall conform to the same SDR and size of the pipe. High density polyethylene (HDPE) self-tapping tee for electrofusion attachment to IPS nominal diameter pipe with CTS nominal diameter (SDR 7 for ½” and SDR 11 for 1”) permanent stab outlet. Made from black color resin of PE piping material designation code PE 3408 or PE 3710. Metal tapping cutter must extract and permanently retain tapping coupon. Must meet ASTM F1055 and ASTM 2513 specification. Label each fitting according to the product marking requirements of ASTM F055 and provide universal barcodes on each fitting for fusion

process identification. Package fittings individually in plastic bags with protective sleeve for outlet included.

Approved manufacturers and models:

- Elster Perfection

SPEC #S106 – 2” x ½” TEE

SPEC #S107 – 4” x ½” TEE

SPEC #S110 – 2” x 1” TEE

SPEC #S111 – 4” x 1” TEE

Fittings shall conform to the same SDR and size of the pipe. Mechanical service tee for attachment to 2 inch and 4 inch IPS nominal diameter plastic main with CTS nominal diameter (SDR 7 for ½” and SDR 11 for 1”) plastic outlet. Permanent stab outlet with integrated excess flow valve. Powell excess flow valve with bleed through function for automatic reset is to have trip rate of 400 SCFH at 10 psi inlet pressure. Self-tapping design with cutter that retains coupon, locks tee to main, and taps a .80 inch minimum size hole in the main. Made from Black color resin of PE piping material designation code PE4710 or PE3408 meeting ASTM D2513 specification. Package fittings individually in plastic bags with protective sleeve for outlet included.

Approved manufacturers and models:

- Elster Perfection

FLOW LIMITER

SPEC # S114 – ½” FLOW LIMITER

SPEC # S115 – 1” FLOW LIMITER

Fittings shall conform to the same SDR and size of the pipe. CTS nominal diameter (SDR 7 for ½” and SDR 11 for 1”) plastic pipe flow limiter valve. 400 for ½” (800 for 1”) SCFH trip rate at 10psi operating pressure when used with natural gas. Flow limiter must contain internal bleed through function for automatic resetting. Permalock stab fittings with moisture sealant on both end terminations. Made from black color resin of PE piping material designation code PE 4710 or PE 3408 meeting ASTM 2513 specification. Flow limiter body must be labeled with a flow direction label. Include separate label for installation on the service riser or meter set which indicates that a flow limiter has been installed on the service. Package individually in a plastic bag.

Approved manufacturers and models:

- Elster Perfection

MARKING TAPE

SPEC # M102

Marking tape will be yellow ribbon approximately 3 inches wide with the words: "CAUTION NATURAL GAS PIPELINE BELOW" Tape material shall be formulated from 100% virgin polyolefin or polyethylene resins. Resins shall be chemically inert and shall not degrade when exposed to acids, alkalis and other destructive substances found in soil. Tape shall be 3 inch width and able to provide an 800 percent elongation prior to rupture as per ASTM- D882.

VALVE BOXES

SPEC # M103

Slip type two-piece cast iron box, with "GAS" cast in lid. Extension range of 27" – 32". 5 ¼ inch I.D. Valve boxes shall be cast iron of the Buffalo type and shall be slip adjustment, 5-1/4" diameter, cast iron boxes with "GAS" clearly cast in the lid. These boxes shall, in all cases, be of a type that is able to stand up under continual heavy traffic loads. Smooth clay bricks shall be stacked alongside the valve from undisturbed soil up to a point just high enough to support the valve box just above the valve body.

Approved manufacturers and models:

- Tyler Pipe,
- Star Pipe Products, East Jordan Iron Works,
- Bingham & Taylor – 4908

TRACER WIRE BOX

SPEC # M104

Non-conductive ABS plastic construction, 2 ½" I.D., 36" shaft length, with flared ends, and cast iron lid and collar. Terminal block of reinforced polyester laminate with 2 wire terminals. Yellow, locking lid with pentagonal bolt cast in the center, allowing a quarter turn to open.

- C.P. Test Services
- Bingham & Taylor Fig. P-500-S

BIG FINK TEST STATION

SPEC # M105

Yellow polyethylene above ground corrosion test station. 3.5 inch outer diameter by 5.5 ft long post with anchor. 5 terminals and weatherproof cover.

Approved manufacturers and models:

- Bingham & Taylor
- McJunkin Red Man Corp

CASING SPACERS (INSULATORS)

SPEC # M106

Pipeline Seal and Insulator Company Model PE or equivalent. Injection molded high-density polyethylene material with low friction coefficient and high dielectric strength.

Approved manufacturers and models:

- T.D. Williamson, Inc.
- M-2 Plastic Thinsolator
- Abelstar

CASING END SEALS

SPEC # M107

Pipeline Seal and Insulator Company Model W or equivalent. Complete with stainless steel adjustable band clamps.

Approved manufacturers and models:

- T.D. Williamson, Inc. – Z seals
- Abelstar

PIPELINE UTILITY MARKERS

SPEC # M108

Pipeline markers shall be 4" wide and five and one half (5 1/2) feet overall length, and yellow in color. The marker shall have a plastic decal applied on both sides of the utility marker by the manufacturer. The plastic decal shall be the manufacturer's standard C-100 & P101, black on yellow. This marking shall contain the operator's name and emergency phone number, in addition to "BEFORE YOU DIG CALL 1-800-962-7962" the word "WARNING", or "CAUTION", or "DANGER", and followed by "GAS PIPELINE", as required by the referenced DOT regulation. All lettering shall be at least one inch high with one-quarter inch stroke.

Approved manufacturers and models:

- Carsonite International – Part No. CRM 306602
- Bingham & Taylor

DIRECT BURY WIRE CONNECTOR

SPEC # M109

50 volt rating. DryConn direct bury, lug type connector or equivalent. Waterproof and corrosion proof for wire range from AWG#14 to AWG#10 solid and stranded copper wire. Prefilled with silicone. Approved for direct bury. Silicone sealant temperature range: -40 d F to 400 d F.

Approved manufacturers and models:

- Corrpro products

SPEC # M110

Tracer wire nut, Waterproof wire nut filled with silicone sealant and appropriate for direct burial use. Joins up to 3 AWG wires together. Yellow in color.

Approved manufacturers and models:

- King Innovation DryConn

<u>CONTRACT #2</u>			
<u>SPEC NUMBER</u>	<u>DESCRIPTION</u>		<u>QUANTITY</u>
S100	1/2" HDPE PIPE		TBD
S101	1" HDPE PIPE		TBD
P100	2" HDPE PIPE		95'
P104	10" HDPE PIPE		23,055'
P105	14" HDPE PIPE		259'
F100	2" HI-VOLUME TEE		1
F101P	2" PURGE CAP		1
F109	10" 90 DEG ELBOW		9
F113	10" 45 DEG ELBOW		14
F120	8" x 10" REDUCER		1
F125	10" ELECTROFUSION COUPLING		8
V100	2" VALVE		1
V104	10" VALVE		1
S103 - S104	SERVICE RISERS		TBD
S105	RISER BRACKETS		TBD
S106 - S113	SERVICE TEES		TBD
S114 - S115	FLOW LIMITER		TBD
M100	TRACER WIRE		22,099'
M101	XH TRACER WIRE		956'
M102	MARKING TAPE		21,086'
M103	VALVE BOX		1
M104	TRACER WIRE BOX		14
M105	BIG FINK TEST STATION		21
M106	CASING SPACERS		53
M107	CASING END SEALS		6
M108	PIPELINE MARKERS		33
M109	WIRE CONNECTORS-BUGS		10 BAGS

<u>CONTRACT #3</u>			
<u>SPEC NUMBER</u>		<u>DESCRIPTION</u>	<u>QUANTITY</u>
S100		1/2" HDPE PIPE	TBD
S101		1" HDPE PIPE	TBD
P100		2" HDPE PIPE	20,093'
P101		4" HDPE PIPE	6,252'
P102		6" HDPE PIPE	490'
P103		8" HDPE PIPE	10,561'
P104		10" HDPE PIPE	66'
F100		8" x 2" EF HI-VOLUME TEE	8
F101		2" HDPE CAP	7
F101P		2" PURGE CAP with 1/2" purging pigtail	7
F102		4" HDPE CAP	2
F102P		4" PURGE CAP with 1/2" purging pigtail	5
F103		6" HDPE CAP	1
F105		2" 90 DEG ELBOW	8
F106		4" 90 DEG ELBOW	4
F108		8" 90 DEG ELBOW	11
F110		4" 45 DEG ELBOW	4
F111		6" 45 DEG ELBOW	4
F112		8" 45 DEG ELBOW	6
F114		2" STRAIGHT TEE	3
F115		4" STRAIGHT TEE	2
F116		8" STRAIGHT TEE	4
F118		4" x 6" REDUCER	3
F119		6" x 8" REDUCER	4
F121		2" ELECTROFUSION COUPLING	11
F126		1/2" PUSH-IN END CAP	12
V100		2" VALVE	11
V101		4" VALVE	5
V102		6" VALVE	1
V103		8" VALVE	2
S103 - S104		SERVICE RISERS	TBD
S105		RISER BRACKETS	TBD
S106 - S113		SERVICE TEES	TBD
S114 - S115		FLOW LIMITER	TBD
M100		TRACER WIRE	37,821'
M101		XH TRACER WIRE	594'
M102		MARKING TAPE	59,251'
M103		VALVE BOX	19
M104		TRACER WIRE BOX	55
M105		BIG FINK TEST STATION	6
M106		CASING SPACERS	54
M107		CASING END SEALS	6
M108		PIPELINE MARKERS	31
M109		WIRE CONNECTORS-BUGS	15 BAGS

**VILLAGE OF HAMILTON
Madison County**

CONTRACT DOCUMENTS

FOR

NATURAL GAS DISTRIBUTION SYSTEM

CONTRACT FOR CONSTRUCTION OF A MUNICIPAL NATURAL GAS LOCAL
DISTRIBUTION UTILITY

APPENDIX B: BOND FORMS

December 2013

APPENDIX B: BOND FORMS

SEAL - (if BID is by a corporation)

BID BOND

KNOW ALL MEN BY THESE PRESENT, that we, the undersigned, _____
_____ as Principal, and
_____ as Surety, are hereby held and firmly
bound unto the Village of Cazenovia as OWNER in the penal sum of 5% of the Bid
Price, (\$ _____) for payment of which, well and truly to be made, we hereby jointly and
severally bind ourselves, successors, and assigns.
Signed, this _____ day of _____, 20 _____.

The condition of the above obligation is such that whereas the Principal has submitted to the Village of Cazenovia a certain BID, attached hereto and hereby and made a part hereof to enter into a contract in writing, with the Village of Cazenovia.

NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall timely execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall timely furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall deliver all the above documents required by the Contract Documents and shall in all other respects perform the agreement created by the acceptance of said BID.

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

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

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

_____(L.S.)

Principal

Surety

By: _____

IMPORTANT- Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where project is located.

**VILLAGE OF HAMILTON
Madison County**

CONTRACT DOCUMENTS

FOR

NATURAL GAS DISTRIBUTION SYSTEM

CONTRACT FOR CONSTRUCTION OF A MUNICIPAL NATURAL GAS LOCAL
DISTRIBUTION UTILITY

Non-Collusive Bidding Certification

December 2013

NON-COLLUSIVE BIDDING CERTIFICATION

Section 103-d of the General Municipal Law requires the following statement: subscribed by the bidder as true under the penalties of perjury: Non-Collusive Bidding Certification.

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

(1) There 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 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.

Section 103-d of the General Municipal Law, as amended by Chapter 675 L 1966, in addition to requiring the above certification, provides as follows:

(b) A bid shall not be considered for award nor shall any award be made where (1), (2) and (3) above have not been complied with; provided however, that if any case the bidder cannot make the foregoing certification, the Bidder shall so state and shall furnish with the bid a signed statement which set forth in detail the reasons therefore. Where (1), (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be lade unless the head of the purchasing unit of the political division, 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.

The fact the a bidder (a) has published price lists, rates or tariffs covering items being procured, (b) has informed prospective customers off 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 price being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

Any bid hereinafter 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 stature, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of 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 bids and the inclusion therein of the certificate as to non-collusive as the act and deed of the corporation.

Dated: _____, 20____

Signed: _____
(Name)

(Title)

(Company)

(Address)

CORPORATE SEAL

**VILLAGE OF HAMILTON
Madison County**

CONTRACT DOCUMENTS

FOR

NATURAL GAS DISTRIBUTION SYSTEM

CONTRACT FOR CONSTRUCTION OF A MUNICIPAL NATURAL GAS LOCAL
DISTRIBUTION UTILITY

***NOTICE OF AWARD/
ACCEPTANCE OF NOTICE***

December 2013

NOTICE OF AWARD

TO: _____

**PROJECT Description:
CITY GATE STATION - CONTRACT # 1**

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids and Information for Bidders and other Contract Documents.

You are hereby notified that your BID has been accepted at the prices submitted for the following bids and/or alternates:

You are required by the Information for Bidders to execute the Agreement and furnish the required Contractor's Performance and Payment Bonds, required Insurance Policies, and the other documents required under the Contract Documents within fifteen (15) calendar days from the date of this notice to you.

If you fail to execute said Agreement and to furnish said bonds, insurance and other documents within fifteen (15) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your BID as abandoned and as a forfeiture of your Bid Bond or other Bid Security. The OWNER will be entitled to such rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this ___— **day** of _____, **2014**

Village of Hamilton
Owner

By _____
Sean Graham, Village Administrator

ACCEPTANCE OF NOTICE
Receipt of the above NOTICE OF AWARD
is hereby acknowledged

by _____

this _____ day of _____, 2014

BY _____
(signature)

Title _____

**VILLAGE OF HAMILTON
Madison County**

CONTRACT DOCUMENTS

FOR

NATURAL GAS DISTRIBUTION SYSTEM

CONTRACT FOR CONSTRUCTION OF A MUNICIPAL NATURAL GAS LOCAL
DISTRIBUTION UTILITY

NOTICE TO PROCEED

December 2013

NOTICE TO PROCEED

TO: _____

DATE: _____

**PROJECT Description:
CITY GATE STATION – CONTRACT # 1**

You are hereby notified to commence Work in accordance with the Agreement dated _____, **2014**, on or before _____, **2014**, and to complete the Work within 175 consecutive calendar days thereafter, within the calendar dates of XXXXX through August 15, 2014.

The date of completion of all Work is therefore _____, 2014.

Village of Hamilton
(Owner)

By: _____
Sean Graham, Village Administrator

Acceptance of Notice

Receipt of the Notice to proceed is hereby acknowledged by

this the _____ day of _____, **2014**.

By: _____

Title: _____

NOTICE TO PROCEED

TO: _____

DATE: _____

**PROJECT Description:
NORTH PIPELINE – CONTRACT # 2**

You are hereby notified to commence Work in accordance with the Agreement dated _____, **2014**, on or before _____, **2014**, and to complete the Work within 175 consecutive calendar days thereafter, within the calendar dates of XXXXX through August 15, 2014.

The date of completion of all Work is therefore _____, 2014.

Village of Hamilton
(Owner)

By: _____
Sean Graham, Village Administrator

Acceptance of Notice

Receipt of the Notice to proceed is hereby acknowledged by

this the _____ day of _____, **2014**.

By: _____

Title: _____

NOTICE TO PROCEED

TO: _____

DATE: _____

**PROJECT Description:
SOUTH PIPELINE – CONTRACT # 3**

You are hereby notified to commence Work in accordance with the Agreement dated _____, **2014**, on or before _____, **2014**, and to complete the Work within 175 consecutive calendar days thereafter, within the calendar dates of XXXXX through August 15, 2014.

The date of completion of all Work is therefore _____, 2014.

Village of Hamilton
(Owner)

By: _____
Sean Graham, Village Administrator

Acceptance of Notice

Receipt of the Notice to proceed is hereby acknowledged by

this the _____ day of _____, **2014**.

By: _____

Title: _____

NOTICE TO PROCEED

TO: _____

DATE: _____

**PROJECT Description:
ENTIRE PIPELINE – CONTRACT # 4**

You are hereby notified to commence Work in accordance with the Agreement dated _____, **2014**, on or before _____, **2014**, and to complete the Work within 175 consecutive calendar days thereafter, within the calendar dates of XXXXX through August 15, 2014.

The date of completion of all Work is therefore _____, 2014.

Village of Hamilton
(Owner)

By: _____
Sean Graham, Village Administrator

Acceptance of Notice

Receipt of the Notice to proceed is hereby acknowledged by

this the _____ day of _____, **2014**.

By: _____

Title: _____