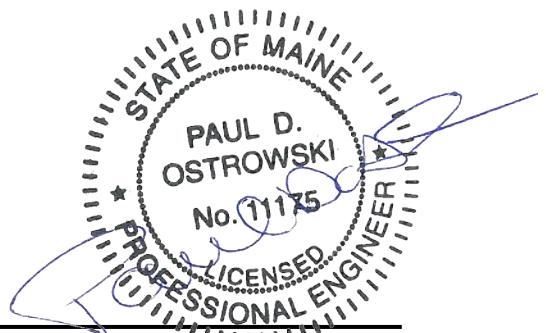




CIVIL ENGINEERING • SURVEYING • LANDSCAPE ARCHITECTURE

## FLYING POINT ROAD DRAINAGE IMPROVEMENTS

**Town of Freeport  
Maine**



11/24/2025

## BIDDING AND CONTRACT REQUIREMENTS AND SPECIFICATIONS

**November 2025**

**Town of Freeport**

**BIDDING AND CONTRACT REQUIREMENTS  
AND SPECIFICATIONS**

**for**

**FLYING POINT ROAD DRAINAGE IMPROVEMENTS  
Project No. 240517**

**November 2025**

**Prepared By:**

**Sebago Technics, Inc.  
75 John Roberts Road, Suite 4A  
South Portland, Maine 04106-6963**

**Phone: 207-200-2100**



## TABLE OF CONTENTS

### SECTION

### TITLE

#### DIVISION 0 - BIDDING AND CONTRACT REQUIREMENTS

00020	Invitation to Bid
00100	Instructions to Bidders
00310	Bid Form
00405	Experience Statement
00410	Bid Bond
00520	Agreement
00610	Performance Bond
00615	Payment Bond
00700	General Conditions
00800	Supplementary Conditions
00810	Notice of Award
00811	Notice to Proceed
00836	Contractor's Affidavit
00837	Contractor's Release
00838	Certification of Substantial Completion
00839	Waiver of Lien
00840	Work Change Directive
00842	Change Order
00844	Application for Payment

#### DIVISION 1 - GENERAL REQUIREMENTS

01000	Special Provisions
01010	Summary of Work
01050	Coordination
01200	Project Meetings
01310	Construction Schedules
01340	Submittals
01400	Quality Control

#### SUPPLEMENTAL SPECIFICATIONS

101 Contract Interpretation	656 Temporary Soil Erosion and Water Pollution Control
202 Removing Structures and Obstructions	659 Mobilization and General Conditions
203 Excavation and Embankment	
304 Aggregate Base and Subbase Course	
307 Full Depth Pavement Recycling	
403 Hot Mix Asphalt	
409 Bituminous Tack Coat	
603 Storm Drains	
604 Manholes, Inlets and Catch Basins	
608 Sidewalks/Driveways	
609 Curb	
610 Plain Riprap	
613 Erosion Control Blanket	
615 Loam, Seed and Mulch	
652 Maintenance of Traffic	

## SECTION 00020 - INVITATION TO BID

TOWN OF FREEPORT, MAINE  
TOWN OF FREEPORT DRAINAGE IMPROVEMENT PROJECT  
PROJECT NO. 240517

Sealed bids for construction of the Flying Point Road Drainage Improvement project will be received by the Town of Freeport, 30 Main Street Freeport, Maine 04032 until **Monday December 15, 2025 at 3:00PM** local time and opened and read. Bids submitted after this time will not be accepted. Each bidder must submit a single sealed envelope contained the required bidding documents and the enveloped shall be clearly marked on the outside "FLYING POINT ROAD DRAINAGE IMPROVEMENT PROJECT".

### Location

The Flying Point Road Drainage Improvement Project is located along Flying Point Road, just east of the Harraseeket River to the intersection with Pleasant Hill Road, approximately 0.50 miles in distance.

### Outline of Work

The project provides drainage improvements along Flying Point Road in the form of curbing along the roadway, replacement of driveway culverts, installation of catch basin(s) and associated storm drain piping, and deepening existing roadway ditches. This portion of Flying Point Road will be recycled to a depth of 6-inches, fine graded, compacted and calcium chloride applied. After 7 days have passed from the calcium chloride application, the road will be recycled to a depth of 6-inches, fine graded, compacted and paved with 3.5 inches of 12.5MM base pavement. After a minimum of 6 months following placement of the base pavement, placement of 1.5 inches of 9.5MM surface pavement shall be placed on this portion of Flying Point Road.

### Basis of Award

Contract shall be awarded to the responsible bidder whose bid, complying with conditions and requirements provided in this Notice and Bid Form, is the lowest total bid as identified on the Bid Form.

### Other Information

The contractor shall make note of the schedule requirements presented in the contract documents. The Town has established a start date any time after February 2, 2026. Work is to be substantially completed within 30 calendar days and the contractor shall work continuously upon commencement of the work. Substantial completion shall be considered completion of the drainage improvements, pavement recycling, grading and compaction, and placement of base pavement. Final surface paving shall be completed by October 28, 2026.

**The Issuing Office is Sebago Technics, 75 John Roberts Road, Suite 4A, South Portland, ME 04106.** Electronic (PDF) copies of the Contract Documents may be obtained by contacting Paul Ostrowski at [postrowski@sebagotechnics.com](mailto:postrowski@sebagotechnics.com) or 207-200-2088. Plans and specifications will be available on **Monday, November 24, 2025 after 10:00 a.m.** Partial sets will not be distributed.

**A Mandatory In-Person Pre-Bid Conference will be held for prospective bidders on Tuesday December 2, 2025 at 10:00 AM at Freeport Town Hall.**

All questions are to be submitted to Engineer in writing. Questions may be transmitted by e-mail to [postrowski@sebagotechnics.com](mailto:postrowski@sebagotechnics.com)., no later than December 8, 2025. Questions received less than 5 working days prior to the date for opening of Bids will not be answered. Only questions answered by Addenda will be binding.

A bid must be accompanied by Bid security made payable to Owner in an amount of 5% of Bidder's maximum bid price and in the form of a certified check or Bid bond issued by surety meeting the requirements of the General Conditions. No bid may be withdrawn for at least 60 days after receipt of bids unless released by the Owner.

Within five days after the receipt of bids, the apparent low responsive bidder shall deliver to the Engineer and Owner for review and acceptance the listing of subcontractors, suppliers or entities for the work listed in Supplementary Condition SC-7.06.

The successful bidder must furnish within **10 calendar days** after the Notice of Award the required number of copies of the **signed Agreement, 100% Performance Bond, 100% Payment Bond, Insurance Policy** and begin execution of this contract within 10 calendar days following the Notice to Proceed. **The General Contractor shall be responsible for the full amount the 100% Performance Bond and the 100% Payment Bonds. Combining bonds of subcontractors is not acceptable.**

Failure of the successful bidder to complete the pre-award requirements of this program may result in finding that the bidder is non-responsible and therefore not entitled to award of this contract. The Town of Freeport reserves the right to waive all informalities and reject any and all proposals or to accept any proposal.

END OF SECTION

**SECTION 00100 - INSTRUCTIONS TO BIDDERS**  
**TABLE OF CONTENTS**

	<b>Page</b>
ARTICLE 1 – Defined Terms	1
ARTICLE 2 – Copies of Bidding Documents	1
ARTICLE 3 – Qualifications of Bidders	1
ARTICLE 4 – Site and Other Areas; Existing Site Conditions; Examination of Site; Owner's Safety Program; Other Work at the Site	2
ARTICLE 5 – Bidder's Representations	4
ARTICLE 6 – Pre-Bid Conference	5
ARTICLE 7 – Interpretations and Addenda	5
ARTICLE 8 – Bid Security	5
ARTICLE 9 – Contract Times	5
ARTICLE 10 – Liquidated Damages	6
ARTICLE 11 – Substitute and "Or-Equal" Items	6
ARTICLE 12 – Subcontractors, Suppliers, and Others	6
ARTICLE 13 – Preparation of Bid	7
ARTICLE 14 – Basis of Bid	7
ARTICLE 15 – Submittal of Bid	8
ARTICLE 16 – Modification and Withdrawal of Bid	8
ARTICLE 17 – Opening of Bids	9
ARTICLE 18 – Bids to Remain Subject to Acceptance	9
ARTICLE 19 – Evaluation of Bids and Award of Contract	9
ARTICLE 20 – Bonds and Insurance	10
ARTICLE 21 – Signing of Agreement	10
ARTICLE 22 – Sales and Use Taxes	10
ARTICLE 23 – RETAINAGE	10
ARTICLE 24 – CONTRACTS TO BE ASSIGNED	11
ARTICLE 25 – PARTNERING	10
ARTICLE 26 – DELETION OF ITEMS	10
ARTICLE 27 – SPECIAL LEGAL REQUIREMENTS	10

## ARTICLE 1 – DEFINED TERMS

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

- A. *Bidder* – The individual or entity who submits a Bid directly to the Owner.
- B. *Issuing Office* – The office from which the Bidding Documents are to be issued.
- C. *Successful Bidder* – The lowest responsible Bidder submitting a responsive Bid to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award.

## ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

- 2.01 Complete sets of the Bidding Documents may be obtained from the Issuing Office in the number and format stated in the advertisement or invitation to bid.
- 2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

## ARTICLE 3 – QUALIFICATIONS OF BIDDERS

- 3.01 To be considered a responsive Bidder, the Contract shall have obtained at least one set of electronic plans and specifications from the Engineer (Sebago Technics). The bid will not be awarded to a Bidder unless a record of obtaining electronic plans and specifications exists in the office of the Engineer.
- 3.02 To demonstrate Bidder's qualifications to perform the Work, Bidder shall submit with its Bid a completed Experience and Qualification Statement (Section 00405) and such other data as may be called for below (or in the Supplementary Conditions). To be considered qualified, the Contractor must meet the following criteria:
  - A. The Bidder shall be capable of obtaining from a Qualifying Bonding Company, a performance bond and a payment bond each in the amount of the bid prices that the Contractor will be submitting to the Town.
    - 1. The Contractor is required to submit a letter from a Qualifying Bonding Company that (a) states that the said company meets the definition of "Qualifying Bonding Company" and (b) sets forth the bonding capacity of the Contractor including a specific dollar amount for single project and aggregate amount. Letters indicating "unlimited" bonding capacity are not acceptable. Meeting the bonding capacity requirements using bonds of subcontractors is not acceptable. A Qualifying Bonding Company is an insurance, bonding, and/or surety company that is (a) licensed or approved by the State of Maine Department of Business Regulation, Bureau of Insurance, to do business in the State of Maine AND (b) listed on the most recent Federal Department of the Treasury listing of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies".
  - B. Upon request by the Town, the Apparent Low Responsive Bidder shall provide evidence, in the form of a bank statement or letter of credit, from a financial institution indicating cash on hand, or available line of credit sufficient to purchase the materials required to complete the work.

Alternatively, the Apparent Low Responsive Bidder shall provide evidence of a line of credit from its vendors sufficient to purchase the materials required to complete the work. Such vendors include suppliers of bituminous paving, precast concrete and pipe.

3.03 A finding by the Town of Freeport, at its sole discretion, based on evidence that any one of the following conditions exists shall be sufficient, though not mandatory grounds for the disqualification of a Bidder.

- A. Unsatisfactory and/or insufficient Contractor experience.
- B. Number of personnel with applicable knowledge and experience significantly below industry standards.
- C. Insufficient bonding capability.
- D. Safety record significantly below industry standards.
- E. Environmental record significantly below industry standards.
- F. Civil rights or equal opportunity record significantly below industry standards.
- G. A denial of prequalification or award of contract, disbarment, or other irregularities with respect to any federal, state, or local government or procurement agencies.
- H. A pattern of unsupported Claims.
- I. Conviction of a bid or other crime or indictment with substantial evidence regarding the same.
- J. Deceptive, evasive or fraudulent statements or omissions contained in the Statement of Qualifications and Experience, made or omitted at any interview or hearing, or otherwise made to or omitted from the Town.
- K. Contractor has previously (within the past five years) filed for state or federal bankruptcy protection under any code provisions.
- L. Failed to complete a project(s) within the past 5 years either within the prescribed project schedule or was discharged from the project for failure to perform.
- M. Other substantial deficiencies that are clearly below industry standards and that clearly demonstrate that the Contractor is "Not Qualified".

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

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

3.06 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

3.07 The Contractor shall not award work valued at more than fifty percent (50%) of the Contract Price to Subcontractors(s), without prior written approval of the Owner.

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

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

A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands

required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

#### 4.02 *Existing Site Conditions*

- A. Subsurface and Physical Conditions; Hazardous Environmental Conditions
  - 1. No information is available in this regard.
- B. Underground Facilities: Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site are set forth in the Contract Documents and are based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.
- C. Adequacy of Data: Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 5.03, 5.04, and 5.05 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 5.06 of the General Conditions.

#### 4.03 *Site Visit and Testing by Bidders*

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

#### 4.04 *Other Work at the Site*

- A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware that is to be performed within the Project Limits by others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. The Contractor shall pay attention to the coordination requirements of Article 8 of the General Conditions and more specifically the Supplementary Conditions.

## ARTICLE 5 – BIDDER’S REPRESENTATIONS

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

- A. examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding Documents;
- B. visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
- C. become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work;
- D. carefully study all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings;
- E. consider the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder’s safety precautions and programs;
- F. agree, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;
- G. correlate the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents;
- H. 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;
- I. 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;
- J. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and
- K. agree that the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

**ARTICLE 6 – PRE-BID CONFERENCE**

6.01 A mandatory pre-bid conference will be held at the time and location stated in the invitation or advertisement to bid. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference. Engineer will transmit to all prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective

**ARTICLE 7 – INTERPRETATIONS AND ADDENDA**

7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Questions may be transmitted by e-mail to [postrowski@sebagotechnics.com](mailto:postrowski@sebagotechnics.com). Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all parties recorded as having received the Bidding Documents. Questions received less than five (5) days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

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

**ARTICLE 8 – BID SECURITY**

8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of 5% percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a Bid Bond on the form attached, issued by a surety meeting the requirements of Paragraphs 6.01 and 6.02 of the General Conditions. Cash, checks, and certified checks will not be allowed or accepted. Failure to provide a Bid Bond by a surety will be grounds for rejecting the bid. The Bidder also acknowledges that the Owner's determination to reject the bid shall be final and without appeal to any other authority including courts of competent jurisdiction.

8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 10 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults.

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

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

**ARTICLE 9 – CONTRACT TIMES**

9.01 The 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, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

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

11.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or “or-equal” items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or “or-equal” item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract. The procedure for submission of any such application by Contractor and consideration by Engineer is set forth in the General Conditions and may be supplemented in the General Requirements.

11.02 All prices that Bidder sets forth in its Bid shall be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder’s sole risk.

11.03 Whenever a material, article, or piece of equipment is identified by reference to a manufacturer or trade name, it shall be understood that this is referenced for defining the performance of the material, article, or piece of equipment and that other products of equal capacities, quality and function shall be considered. It shall be the Contractor’s responsibility to coordinate all submittals to the Engineer for approval to eliminate any conflicts which might arise due to the use of the “or equal” item. Any additional costs incident to the use of substitute or “or-equal” items will be paid by the Contractor.

## ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS

12.01 A Bidder shall be prepared to retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of the Work if required by the Bidding Documents to do so. If a prospective Bidder objects to retaining any such Subcontractor, Supplier, or other individual or entity, and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.

12.02 Subsequent to the submittal of the Bid, Owner may not require the Successful Bidder or Contractor to retain any Subcontractor, Supplier, or other individual or entity against which Contractor has reasonable objection.

12.03 The apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of the Subcontractors or Suppliers proposed for the following portions of the Work: pavement reclamation, paving, curbing, electrical, and landscaping.

If requested by Owner, such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, or other individual or entity. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder shall submit a substitute, Bidder’s Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.

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

## ARTICLE 13 – PREPARATION OF BID

13.01 The Bid Form is included with the Bidding Documents.

- A. All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
- B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words "No Bid" or "Not Applicable."

13.02 A Bid by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown. The corporate seal shall be affixed and attested by the secretary or an assistant secretary.

13.03 A Bid by a limited liability company shall be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.

13.04 A Bid by an individual shall show the Bidder's name and official address.

13.05 A Bid by a 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 below the signature.

13.06 A Bid by a joint venture shall be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.

13.07 All names shall be printed in ink below the signatures.

13.08 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.

13.09 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.

13.10 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

## ARTICLE 14 – BASIS OF BID

14.01 *Unit Price*

- A. Bidders shall submit a Bid on a lump sum basis for each lump sum item of work and on a unit price basis for each unit price item of Work listed in the Bid Form.

- B. The "Bid Price" for each Bid item will be the product of the "Estimated Quantity" for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

#### 14.02 *Allowances*

- A. Cash allowances are not provided for in this Project.

14.03 The Contractor will note in the Supplemental Specifications that the value of the Mobilization bid item is limited.

### **ARTICLE 15 – SUBMITTAL OF BID**

- 15.01 With each copy of the Bidding Documents, a Bidder is furnished one copy of the Bid Form, and the Bid Bond Form. The Bid Form is to be completed and submitted with the following:
  - A. The Bid Form in its Entirety.
  - B. Required Bid Security
  - C. Experience and Qualification Statement (Section 00405) with supporting data, including verification of bonding capacity.
  - D. Other documents required to be submitted under the terms of Article 7 of the Bid Form.
- 15.02 A Bid shall be received no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED – Flying Point Road Drainage Improvement Project". A mailed Bid shall be addressed as indicated on the bid form.
- 15.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

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

- 16.01 A Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 16.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 16.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 16.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

## ARTICLE 17 – OPENING OF BIDS

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

## ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

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

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

19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the Owner will reject the Bid as nonresponsive; provided that Owner also reserves the right to waive all minor informalities and curable defects not involving price, time, or changes in the Work. Owner may also reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder.

19.02 If Owner awards the contract for the Work, such award shall be to the responsible Bidder who's Bid, conforming with all the material terms and conditions of the Instructions to Bidders is the lowest price, and other factors considered.

### 19.03 Evaluation of Bids

- A. In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- B. For the determination of the apparent low Bidder, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.

The basis of the award will be the lowest responsive bid for the entire project based on:

- 1. The sum listed as TOTAL BASE BID on the bid form.

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

19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the Contract Documents. The Owner reserves the right to disqualify the Bidder if during the review they determine that any of the additional investigations are not satisfactory. The Bidder also acknowledges that the Owner's determination is final and without appeal to any other authority including courts of competent jurisdiction.

**ARTICLE 20 – BONDS AND INSURANCE**

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

**ARTICLE 21 – SIGNING OF AGREEMENT**

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

**ARTICLE 22 – SALES AND USE TAXES**

22.01 Owner is exempt from Maine state sales and use taxes on materials and equipment to be incorporated in the Work. Said taxes shall not be included in the Bid. Detailed information can be found in the General Conditions.

**ARTICLE 23 – CONTRACTS TO BE ASSIGNED**

NOT USED

**ARTICLE 24 – RETAINAGE**

24.01 Provisions concerning retainage are set forth in the Agreement.

- A. The Town may continue to withhold retainage from pay requisitions until all required construction submittals have been provided to the Engineer and approved as required by the Contract Documents.

**ARTICLE 25 – PARTNERING**

NOT USED

**ARTICLE 26 – DELETION OF ITEMS**

NOT USED

**ARTICLE 27 – SPECIAL LEGAL REQUIREMENTS**

NOT USED

**SECTION 00310 BID FORM**

Town of Freeport Drainage Improvement Project

Project No. 240517

**TABLE OF CONTENTS**

	<b>Page</b>
ARTICLE 1 – Bid Recipient	2
ARTICLE 2 – Bidder’s Acknowledgements	2
ARTICLE 3 – Bidder’s Representations	2
ARTICLE 4 – Bidder’s Certification	4
ARTICLE 5 – Basis of Bid	4
ARTICLE 6 – Time of Completion	8
ARTICLE 7 – Attachments to this Bid	8
ARTICLE 8 – Defined Terms	8
ARTICLE 9 – Bid Submittal	9

**ARTICLE 1 – BID RECIPIENT**

1.01 This Bid is submitted to:

PROJECT IDENTIFICATION:	Town of Freeport Drainage Improvement Project
	240517
THIS BID IS SUBMITTED TO:	Town of Freeport
	30 Main Street
	Freeport, Maine 04032

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, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

Addendum No.Addendum, Date


---



---



---



---

B. Bidder acknowledges that his Bid will be rejected unless the Issuing Office has a record that the Bidder has obtained one set of electronic Bidding Documents from the Issuing Office

C. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

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

E. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface

or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- F. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- G. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- H. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- K. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.
- L. Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- M. Bidder understands that the Owner reserves the right to reject any or all bids.
- N. Bidder understands that, if the contract is to be awarded, it will be awarded to the lowest responsive, responsible bidder whose evaluation by Owner indicates to Owner that the award will be in the best interests of the Project.
- O. The bid security attached in the amount of five percent of the Total Bid is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

## ARTICLE 4 – BIDDER’S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
  2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
  4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

## ARTICLE 5 – BASIS OF BID

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

Bid Item	Spec. No. Pay Item	Quantity	Item with Unit Bid Price Written in Words	Unit Price In Figures	Amount In Figures
1	202.20	150 SY	Remove Bituminous Concrete Pavement @ _____ _____ _____ Per Square Yard	\$ _____	\$ _____
2	203.20	1125 CY	Common Excavation @ _____ _____ _____ Per Cubic Yard	\$ _____	\$ _____

Bid Item	Spec. No. Pay Item	Quantity	Item with Unit Bid Price Written in Words	Unit Price In Figures	Amount In Figures
3	203.21	50 CY	Rock Excavation @ _____ _____ _____ Per Cubic Yard	\$ _____	\$ _____
4	203.25	200 CY	Granular Borrow @ _____ _____ _____ Per Cubic Yard	\$ _____	\$ _____
5	304.10	40 CY	Aggregate Subbase Gravel – Type D @ _____ _____ _____ Per Cubic Yard	\$ _____	\$ _____
6	304.14	10 CY	Aggregate Base Gravel – Type A @ _____ _____ _____ Per Cubic Yard	\$ _____	\$ _____
7	307.33	9040 SY	Full Depth Recycle Pavement @ _____ _____ _____ Per Square Yard	\$ _____	\$ _____
8	403.208	1760 T	Hot Mix Asphalt Binder Course – 12.5MM @ _____ _____ _____ Per Ton	\$ _____	\$ _____
9	403.210	760 T	Hot Mix Asphalt Surface Course – 9.5MM @ _____ _____ _____ Per Ton	\$ _____	\$ _____
10	603.01	1 EA	Clear Existing Culvert @ _____ _____ _____ Per Each	\$ _____	\$ _____

Bid Item	Spec. No. Pay Item	Quantity	Item with Unit Bid Price Written in Words	Unit Price In Figures	Amount In Figures
11	603.159	40 LF	12-Inch Culvert Option III @ _____ _____ _____ Per Linear Foot	\$ _____	\$ _____
12	603.169	40 LF	15-Inch Culvert Option III @ _____ _____ _____ Per Linear Foot	\$ _____	\$ _____
13	603.731	70 LF	Remove and Reset Existing Driveway Culvert @ _____ _____ _____ Per Linear Foot	\$ _____	\$ _____
14	604.183	1 EA	Modify Existing Catch Basin – New Core and Boot @ _____ _____ _____ Per Each	\$ _____	\$ _____
15	608.12	100 SY	Hot Mix Asphalt Driveway Apron @ _____ _____ _____ Per Square Yard	\$ _____	\$ _____
16	609.310	350 LF	Curb Type 3, Mold 1 @ _____ _____ _____ Per Linear Foot	\$ _____	\$ _____
17	610.08	15 CY	Plain Riprap @ _____ _____ _____ Per Cubic Yard	\$ _____	\$ _____
18	613.319	2400 SY	Erosion Control Blanket @ _____ _____ _____ Per Square Yard	\$ _____	\$ _____

Bid Item	Spec. No. Pay Item	Quantity	Item with Unit Bid Price Written in Words	Unit Price In Figures	Amount In Figures
19	615.071	2400 SY	Loam, Seed, and Mulch @ _____ _____ _____ Per Square Yard	\$ _____	\$ _____
20	652.39	1 LS	Work Zone Traffic Control @ _____ _____ _____ Per Lump Sum	\$ _____	\$ _____
21	656.75	1 LS	Temporary Soil Erosion and Water Pollution Control @ _____ _____ _____ Per Lump Sum	\$ _____	\$ _____
22	659.10	1 LS	Mobilization @ _____ _____ _____ Per Lump Sum	\$ _____	\$ _____

\* Indeterminate quantities assumed for comparison of bids. Quantities are not guaranteed. Payment will be based on actual quantities constructed.

**(BASIS OF AWARD) TOTAL BASE BID:** Total of All Items in Phase A

---

(\$ \_\_\_\_\_)  
(use figures)

(use words)

**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 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.

**ARTICLE 7 – ATTACHMENTS TO THIS BID**

- 7.01 The following documents are submitted with and made a condition of this Bid:
  - A. This Bid Form in its entirety;
  - B. Required Bid security;
  - C. Required Experience and Qualifications Statement (Section 00405) with supporting data including a letter of bonding capacity;

**ARTICLE 8 – DEFINED TERMS**

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

**ARTICLE 9 – BID SUBMITTAL**

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

---

By:

*[Signature]*

---

*[Printed name]*

---

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

Attest:

*[Signature]*

---

*[Printed name]*

---

Title:

---

Submittal Date:

---

Address for giving notices:

---

---

---

Telephone Number:

---

Fax Number:

---

Contact Name and e-mail address:

---

---

Bidder's License No.:

---

*(where applicable)*

## **SECTION 00410**

### **BID BOND**

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

---

**BIDDER** (*Name and Address*):

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

**OWNER** (*Name and Address*):

**BID**

Bid Due Date:

Description (*Project Name—Include Location*):

**BOND**

Bond Number:

Date:

Penal sum

\$

(Words)

(Figures)

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

**BIDDER**

\_\_\_\_\_  
Bidder's Name and Corporate Seal

(Seal)

**SURETY**

\_\_\_\_\_  
Surety's Name and Corporate Seal

(Seal)

By:

\_\_\_\_\_  
Signature

By:

\_\_\_\_\_  
Signature (Attach Power of Attorney)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

\_\_\_\_\_  
Signature

Attest:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
  - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2 All Bids are rejected by Owner, or
  - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

END OF SECTION

## **SECTION 00520 - AGREEMENT**

THIS AGREEMENT is by and between Town of Freeport ("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:*

Town of Freeport Drainage Improvement Project, including: drainage improvements along Flying Point Road in the form of curbing along the roadway, replacement driveway culverts, installation of catch basin(s) and associated storm drain piping, and deepening existing roadway ditches.

A. Other work as specified on the contract drawings and required to complete the project in its entirety and ready for owner's acceptance.

## ARTICLE 2 – THE PROJECT

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

## Town of Freeport Drainage Improvement Project

## ARTICLE 3 – ENGINEER

**3.01 The Project has been designed by Sebago Technics, Inc of South Portland, Maine.**

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

## ARTICLE 4 – CONTRACT TIMES

## 4.01 Time of the Essence

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

## 4.02 Contract Times: Dates

A. The Work will have a start date of any time after **February 2, 2026**. Work is to be substantially completed within 30 calendar days and the contractor shall work continuously upon commencement of the work. Substantial completion shall be considered completion of the drainage improvements, pavement recycling, grading and compaction, and placement of base pavement. Final surface paving shall be completed by October 28, 2026.

## 4.02 Liquidated Damages

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

1. Substantial Completion: Contractor shall pay Owner **\$500.00 for each day** that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$500.00 for each day** that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

**ARTICLE 5 – CONTRACT PRICE**5.01 *Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:*

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

**ARTICLE 6 – PAYMENT PROCEDURES**

## 6.01 Submittal and Processing of Payments

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

## 6.02 Progress Payments; Retainage

A. 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 general conditions:

a. 90 percent of work completed (with balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, and if all submittals identified in the Contract Document have been submitted to the Engineer, Owner, on recommendation of Engineer, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage on account of Work subsequently completed, in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100 percent of the Work completed less the aggregate of payments previously made; and

- b. 90 percent of cost of materials and equipment not incorporated in the work (with balance being retainage)
- B. Upon substantial completion, Owner shall pay an amount sufficient to increase total payments to the Contractor to 98 percent of the work completed, less such amounts as Engineer shall determine in accordance with general conditions. The final two percent of the value of the Work shall be retained for a period of one year from the date of substantial completion

#### 6.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06 of the General Conditions, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages.

### ARTICLE 7 – INTEREST

7.01 *All amounts not paid when due shall not bear interest.*

### ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

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

- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies,

or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

## ARTICLE 9 – CONTRACT DOCUMENTS

### 9.01 Contents

- A. The Contract Documents consist of the following:
  - 1. This Agreement (pages 1 to 6, inclusive).
  - 2. Performance bond.
  - 3. Payment bond.
  - 4. General Conditions.
  - 5. Supplementary Conditions.
  - 6. Specifications included the Project Manual.
  - 7. Drawings (not attached but incorporated by reference) consisting of **TEN (10)** sheets with each sheet bearing the following general title: TOWN OF FREEPORT FLYING POINT ROAD DRAINAGE IMPROVEMENTS
  - 8. Addenda (numbers \_\_ to \_\_ inclusive).
  - 9. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor's Bid (pages 1 to 9 inclusive).
  - 10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    - a. Notice to Proceed.
    - b. Work Change Directives.
    - c. Change Orders.
    - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.

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

## ARTICLE 10 – MISCELLANEOUS

### 10.01 Terms

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

### 10.02 Assignment of Contract

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

### 10.03 Successors and Assigns

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

### 10.04 Severability

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

### 10.05 Contractor's Certifications

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

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

## 10.06 Other Provisions

A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor in the Supplementary Conditions.

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

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

OWNER:

Town of Freeport

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

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

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

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

Address for giving notices:

---

---

---

CONTRACTOR:

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

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

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

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

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

Address for giving notices:

---

---

---

License No.:

*(where applicable)*



## SECTION 00610 - PERFORMANCE BOND

CONTRACTOR (*name and address*):

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

OWNER (*name and address*):

### CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description (*name and location*):

### BOND

Bond Number:

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

Amount:

Modifications to this Bond Form:  None  See Paragraph 16

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

### CONTRACTOR AS PRINCIPAL

\_\_\_\_\_  
Contractor's Name and Corporate Seal

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

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Title

### SURETY

\_\_\_\_\_  
Surety's Name and Corporate Seal

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

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Title

### EJCD® C-610, Performance Bond

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

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

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 14. Definitions

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

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

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

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

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

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

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

16. Modifications to this Bond are as follows:

## SECTION 00615 - PAYMENT BOND

CONTRACTOR (*name and address*):

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

OWNER (*name and address*):

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description (*name and location*):

BOND

Bond Number:

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

Amount:

Modifications to this Bond Form:  None  See Paragraph 18

---

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

**CONTRACTOR AS PRINCIPAL**

**SURETY**

\_\_\_\_\_  
Contractor's Name and Corporate Seal

(*seal*)

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

\_\_\_\_\_  
Surety's Name and Corporate Seal

(*seal*)

Print Name

Print Name

Title

Title

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

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

Title

Title

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

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

this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.

11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

## 16. Definitions

- 16.1 **Claim:** A written statement by the Claimant including at a minimum:
  1. The name of the Claimant;
  2. The name of the person for whom the labor was done, or materials or equipment furnished;
  3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
  4. A brief description of the labor, materials, or equipment furnished;
  5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
  6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
  7. The total amount of previous payments received by the Claimant; and
  8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 16.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

## STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by



Issued and Published Jointly by



Copyright © 2013:

National Society of Professional Engineers  
1420 King Street, Alexandria, VA 22314-2794  
(703) 684-2882  
[www.nspe.org](http://www.nspe.org)

American Council of Engineering Companies  
1015 15th Street N.W., Washington, DC 20005  
(202) 347-7474  
[www.acec.org](http://www.acec.org)

American Society of Civil Engineers  
1801 Alexander Bell Drive, Reston, VA 20191-4400  
(800) 548-2723  
[www.asce.org](http://www.asce.org)

The copyright for this document is owned jointly by the three sponsoring organizations listed above. The National Society of Professional Engineers is the Copyright Administrator for the EJCD documents; please direct all inquiries regarding EJCD copyrights to NSPE.

NOTE: EJCD publications may be purchased at [www.ejcd.org](http://www.ejcd.org), or from any of the sponsoring organizations above.

# STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

## TABLE OF CONTENTS

	Page
Article 1 – Definitions and Terminology 1	
1.01    Defined Terms.....	1
1.02    Terminology .....	5
Article 2 – Preliminary Matters 6	
2.01    Delivery of Bonds and Evidence of Insurance.....	6
2.02    Copies of Documents .....	6
2.03    Before Starting Construction .....	6
2.04    Preconstruction Conference; Designation of Authorized Representatives .....	7
2.05    Initial Acceptance of Schedules .....	7
2.06    Electronic Transmittals .....	7
Article 3 – Documents: Intent, Requirements, Reuse 8	
3.01    Intent .....	8
3.02    Reference Standards.....	8
3.03    Reporting and Resolving Discrepancies .....	9
3.04    Requirements of the Contract Documents .....	9
3.05    Reuse of Documents .....	10
Article 4 – Commencement and Progress of the Work 10	
4.01    Commencement of Contract Times; Notice to Proceed .....	10
4.02    Starting the Work.....	10
4.03    Reference Points.....	10
4.04    Progress Schedule.....	11
4.05    Delays in Contractor's Progress .....	11
Article 5 – Availability of Lands; Subsurface and Physical Conditions; Hazardous Environmental Conditions 12	
5.01    Availability of Lands .....	12
5.02    Use of Site and Other Areas.....	12
5.03    Subsurface and Physical Conditions.....	13
5.04    Differing Subsurface or Physical Conditions .....	14

		00700
5.05	Underground Facilities.....	15
5.06	Hazardous Environmental Conditions at Site .....	17
Article 6 – Bonds and Insurance 19		
6.01	Performance, Payment, and Other Bonds .....	19
6.02	Insurance—General Provisions .....	19
6.03	Contractor’s Insurance.....	21
6.04	Owner’s Liability Insurance.....	23
6.05	Property Insurance .....	23
6.06	Waiver of Rights.....	25
6.07	Receipt and Application of Property Insurance Proceeds.....	26
Article 7 – Contractor’s Responsibilities 26		
7.01	Supervision and Superintendence .....	26
7.02	Labor; Working Hours .....	26
7.03	Services, Materials, and Equipment .....	27
7.04	“Or Equals” .....	27
7.05	Substitutes .....	28
7.06	Concerning Subcontractors, Suppliers, and Others .....	30
7.07	Patent Fees and Royalties.....	31
7.08	Permits.....	32
7.09	Taxes .....	32
7.10	Laws and Regulations.....	32
7.11	Record Documents.....	32
7.12	Safety and Protection .....	33
7.13	Safety Representative.....	34
7.14	Hazard Communication Programs .....	34
7.15	Emergencies.....	34
7.16	Shop Drawings, Samples, and Other Submittals.....	34
7.17	Contractor’s General Warranty and Guarantee.....	36
7.18	Indemnification.....	37
7.19	Delegation of Professional Design Services .....	38
Article 8 – Other Work at the Site 38		
8.01	Other Work .....	38

		00700
8.02	Coordination .....	39
8.03	Legal Relationships .....	39
Article 9 – Owner’s Responsibilities 40		
9.01	Communications to Contractor .....	40
9.02	Replacement of Engineer.....	40
9.03	Furnish Data.....	40
9.04	Pay When Due .....	40
9.05	Lands and Easements; Reports, Tests, and Drawings .....	40
9.06	Insurance .....	41
9.07	Change Orders .....	41
9.08	Inspections, Tests, and Approvals.....	41
9.09	Limitations on Owner’s Responsibilities .....	41
9.10	Undisclosed Hazardous Environmental Condition.....	41
9.11	Evidence of Financial Arrangements.....	41
9.12	Safety Programs.....	41
Article 10 – Engineer’s Status During Construction 41		
10.01	Owner’s Representative .....	41
10.02	Visits to Site .....	42
10.03	Project Representative .....	42
10.04	Rejecting Defective Work .....	42
10.05	Shop Drawings, Change Orders and Payments.....	42
10.06	Determinations for Unit Price Work .....	42
10.07	Decisions on Requirements of Contract Documents and Acceptability of Work.....	43
10.08	Limitations on Engineer’s Authority and Responsibilities.....	43
10.09	Compliance with Safety Program.....	43
Article 11 – Amending the Contract Documents; Changes in the Work 43		
11.01	Amending and Supplementing Contract Documents .....	43
11.02	Owner-Authorized Changes in the Work .....	44
11.03	Unauthorized Changes in the Work.....	44
11.04	Change of Contract Price .....	45
11.05	Change of Contract Times.....	46
11.06	Change Proposals.....	46

	00700
11.07 Execution of Change Orders .....	47
11.08 Notification to Surety.....	47
Article 12 – Claims        47	
12.01 Claims.....	47
Article 13 – Cost of the Work; Allowances; Unit Price Work        48	
13.01 Cost of the Work.....	48
13.02 Allowances .....	51
13.03 Unit Price Work.....	51
Article 14 – Tests and Inspections; Correction, Removal or Acceptance of Defective Work52	
14.01 Access to Work .....	52
14.02 Tests, Inspections, and Approvals.....	52
14.03 Defective Work .....	53
14.04 Acceptance of Defective Work .....	54
14.05 Uncovering Work .....	54
14.06 Owner May Stop the Work .....	54
14.07 Owner May Correct Defective Work.....	55
Article 15 – Payments to Contractor; Set-Offs; Completion; Correction Period        55	
15.01 Progress Payments.....	55
15.02 Contractor's Warranty of Title .....	58
15.03 Substantial Completion.....	58
15.04 Partial Use or Occupancy .....	59
15.05 Final Inspection.....	60
15.06 Final Payment .....	60
15.07 Waiver of Claims .....	61
15.08 Correction Period.....	61
Article 16 – Suspension of Work and Termination        62	
16.01 Owner May Suspend Work .....	62
16.02 Owner May Terminate for Cause.....	63
16.03 Owner May Terminate For Convenience .....	64
16.04 Contractor May Stop Work or Terminate .....	64
Article 17 – Final Resolution of Disputes 64	
17.01 Methods and Procedures.....	64

## Article 18 – Miscellaneous 65

18.01	Giving Notice.....	65
18.02	Computation of Times .....	65
18.03	Cumulative Remedies .....	65
18.04	Limitation of Damages .....	65
18.05	No Waiver .....	65
18.06	Survival of Obligations .....	66
18.07	Controlling Law .....	66
18.08	Headings .....	66

## ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

### 1.01 Defined Terms

A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

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

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

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

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

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

into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

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

## 1.02 Terminology

A. The words and terms discussed in the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives:*

1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.

C. *Day:*

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

D. *Defective:*

1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:

- does not conform to the Contract Documents; or
- does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
- has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or 15.04).

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

- 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.
- The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

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

## ARTICLE 2 – PRELIMINARY MATTERS

### 2.01 Delivery of Bonds and Evidence of Insurance

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

### 2.02 Copies of Documents

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

### 2.03 Before Starting Construction

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

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

**2.04 Preconstruction Conference; Designation of Authorized Representatives**

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

**2.05 Initial Acceptance of Schedules**

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

**2.06 Electronic Transmittals**

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

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

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

### 3.01 Intent

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

### 3.02 Reference Standards

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

### 3.03 Reporting and Resolving Discrepancies

#### A. *Reporting Discrepancies:*

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

#### B. *Resolving Discrepancies:*

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

### 3.04 Requirements of the Contract Documents

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract

Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.

- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

### 3.05 Reuse of Documents

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

## ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

### 4.01 Commencement of Contract Times; Notice to Proceed

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

### 4.02 Starting the Work

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

### 4.03 Reference Points

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

relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

#### 4.04 Progress Schedule

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
  - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
  - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

#### 4.05 Delays in Contractor's Progress

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

that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.

- E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.
- F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.
- G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

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

### **5.01 Availability of Lands**

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

### **5.02 Use of Site and Other Areas**

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

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

owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

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

### 5.03 Subsurface and Physical Conditions

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

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

#### 5.04 Differing Subsurface or Physical Conditions

A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site either:

1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or
2. is of such a nature as to require a change in the Drawings or Specifications; or
3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

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

B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

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

D. *Possible Price and Times Adjustments:*

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
  - a. such condition must fall within any one or more of the categories described in Paragraph 5.04.A;

- b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
- c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:

- a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or
- b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
- c. Contractor failed to give the written notice as required by Paragraph 5.04.A.

3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.

4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

## 5.05 Underground Facilities

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

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

- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.
- C. *Engineer's Review:* Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings, conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Possible Price and Times Adjustments:*
  - 1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
    - a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;
    - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
    - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and
    - d. Contractor gave the notice required in Paragraph 5.05.B.
  - 2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
  - 3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than

30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

5.06 Hazardous Environmental Conditions at Site

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

5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.

G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.

H. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.H shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

## ARTICLE 6 – BONDS AND INSURANCE

### 6.01 Performance, Payment, and Other Bonds

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

### 6.02 Insurance—General Provisions

- A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary

Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.

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

## 6.03 Contractor's Insurance

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

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

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

1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.
2. claims for damages insured by reasonably available personal injury liability coverage.
3. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.

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

1. Products and completed operations coverage:
  - a. Such insurance shall be maintained for three years after final payment.
  - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
3. Broad form property damage coverage.
4. Severability of interest.
5. Underground, explosion, and collapse coverage.
6. Personal injury coverage.
7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.
8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.

- D. *Automobile liability:* Contractor shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- E. *Umbrella or excess liability:* Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.
- F. *Contractor's pollution liability insurance:* Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.
- G. *Additional insureds:* The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.
- H. *Contractor's professional liability insurance:* If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.
- I. *General provisions:* The policies of insurance required by this Paragraph 6.03 shall:
  - 1. include at least the specific coverages provided in this Article.
  - 2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.
  - 3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.
  - 4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.

- 5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.
- J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

#### 6.04 Owner's Liability Insurance

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

#### 6.05 Property Insurance

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

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

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

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

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

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

- E. *Additional Insurance:* If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.
- F. *Insurance of Other Property:* If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

#### 6.06 Waiver of Rights

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

rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

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

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

### ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

#### 7.01 Supervision and Superintendence

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

#### 7.02 Labor; Working Hours

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

## 7.03 Services, Materials, and Equipment

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

## 7.04 "Or Equals"

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.
  - 1. If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an "or equal" item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:
    - a. in the exercise of reasonable judgment Engineer determines that:
      - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
      - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
      - 3) it has a proven record of performance and availability of responsive service; and
      - 4) it is not objectionable to Owner.
    - b. Contractor certifies that, if approved and incorporated into the Work:
      - 1) there will be no increase in cost to the Owner or increase in Contract Times; and

- 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal", which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.
- E. *Treatment as a Substitution Request*: If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the proposed item as a substitute pursuant to Paragraph 7.05.

#### 7.05 Substitutes

- A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.
  - 1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.
  - 2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
  - 3. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
    - a. shall certify that the proposed substitute item will:
      - 1) perform adequately the functions and achieve the results called for by the general design,
      - 2) be similar in substance to that specified, and
      - 3) be suited to the same use as that specified.

- b. will state:
  - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,
  - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
  - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
- c. will identify:
  - 1) all variations of the proposed substitute item from that specified, and
  - 2) available engineering, sales, maintenance, repair, and replacement services.
- d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.

B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.

C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

D. *Reimbursement of Engineer's Cost:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

E. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor's expense.

F. *Effect of Engineer's Determination:* If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.

## 7.06 Concerning Subcontractors, Suppliers, and Others

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.
- B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.
- E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.
- F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.
- J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.
- K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner,

except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.

- L. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.
- N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.
- O. Nothing in the Contract Documents:
  - 1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor
  - 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

#### 7.07 Patent Fees and Royalties

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

incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

#### 7.08 Permits

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

#### 7.09 Taxes

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

#### 7.10 Laws and Regulations

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

#### 7.11 Record Documents

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during

construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

#### 7.12 Safety and Protection

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
  - 1. all persons on the Site or who may be affected by the Work;
  - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
  - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.13 Safety Representative

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

7.14 Hazard Communication Programs

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

7.15 Emergencies

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

7.16 Shop Drawings, Samples, and Other Submittals

A. *Shop Drawing and Sample Submittal Requirements:*

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

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

1. *Shop Drawings:*
  - a. Contractor shall submit the number of copies required in the Specifications.
  - b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.D.
2. *Samples:*
  - a. Contractor shall submit the number of Samples required in the Specifications.
  - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.
3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Other Submittals:* Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.

D. *Engineer's Review:*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.
3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
4. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.

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

**E. Resubmittal Procedures:**

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

**7.17 Contractor's General Warranty and Guarantee**

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
  1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
  2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
  1. observations by Engineer;
  2. recommendation by Engineer or payment by Owner of any progress or final payment;

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

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

#### 7.18 Indemnification

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

## 7.19 Delegation of Professional Design Services

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.
- B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this paragraph, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

## ARTICLE 8 – OTHER WORK AT THE SITE

### 8.01 Other Work

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate

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

D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

#### 8.02 Coordination

A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:

1. the identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
2. an itemization of the specific matters to be covered by such authority and responsibility; and
3. the extent of such authority and responsibilities.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

#### 8.03 Legal Relationships

A. If, in the course of performing other work at or adjacent to the Site for Owner, the Owner's employees, any other contractor working for Owner, or any utility owner causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment shall take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract. When applicable, any such equitable adjustment in Contract Price shall be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner

performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this paragraph.

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

## ARTICLE 9 – OWNER'S RESPONSIBILITIES

### 9.01 Communications to Contractor

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

### 9.02 Replacement of Engineer

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

### 9.03 Furnish Data

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

### 9.04 Pay When Due

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

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

- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.

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

**9.06 Insurance**

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

**9.07 Change Orders**

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

**9.08 Inspections, Tests, and Approvals**

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

**9.09 Limitations on Owner's Responsibilities**

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

**9.10 Undisclosed Hazardous Environmental Condition**

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

**9.11 Evidence of Financial Arrangements**

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

**9.12 Safety Programs**

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

**ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION**

**10.01 Owner's Representative**

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

#### 10.02 Visits to Site

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

#### 10.03 Project Representative

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

#### 10.04 Rejecting Defective Work

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

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

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

#### 10.06 Determinations for Unit Price Work

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

10.07 Decisions on Requirements of Contract Documents and Acceptability of Work

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

10.08 Limitations on Engineer's Authority and Responsibilities

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.

10.09 Compliance with Safety Program

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

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

11.01 Amending and Supplementing Contract Documents

- A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
  - 1. *Change Orders:*
    - a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be

set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.

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

#### 11.02 Owner-Authorized Changes in the Work

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

#### 11.03 Unauthorized Changes in the Work

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract

Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.

#### 11.04 Change of Contract Price

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

cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

- f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

#### 11.05 Change of Contract Times

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

#### 11.06 Change Proposals

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

Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

#### 11.07 Execution of Change Orders

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

#### 11.08 Notification to Surety

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

### ARTICLE 12 – CLAIMS

#### 12.01 Claims

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

---

EJCD® C-700, Standard General Conditions of the Construction Contract.

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

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

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

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

- A. *Purposes for Determination of Cost of the Work:* The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:

1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.

B. *Costs Included:* Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.
2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
  - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
  - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and

hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

- c. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
- e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

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

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
- 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee:* When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.

E. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

### 13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances:* Contractor agrees that:
  1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
  2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.
- C. *Contingency Allowance:* Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

### 13.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph.
- E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:
  - 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement;
  - 2. there is no corresponding adjustment with respect to any other item of Work; and
  - 3. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.

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

### **14.01 Access to Work**

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

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

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:

1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
3. by manufacturers of equipment furnished under the Contract Documents;
4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

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

E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.

F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

#### 14.03 Defective Work

A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.

B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.

C. *Notice of Defects:* Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.

D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.

E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

F. *Costs and Damages:* In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims,

costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

#### 14.04 Acceptance of Defective Work

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

#### 14.05 Uncovering Work

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

#### 14.06 Owner May Stop the Work

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this

right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

#### 14.07 Owner May Correct Defective Work

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

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

#### 15.01 Progress Payments

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments:*
  1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all

Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

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

C. *Review of Applications:*

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
  - a. the Work has progressed to the point indicated;
  - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
  - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
  - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
  - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
  - a. to supervise, direct, or control the Work, or

- b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
- c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
- d. to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of the Contract Price, or
- e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.

6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:

- a. the Work is defective, requiring correction or replacement;
- b. the Contract Price has been reduced by Change Orders;
- c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
- d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
- e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

**D. *Payment Becomes Due:***

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

**E. *Reductions in Payment by Owner:***

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
  - a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
  - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
  - c. Contractor has failed to provide and maintain required bonds or insurance;
  - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

- e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
- f. the Work is defective, requiring correction or replacement;
- g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
- h. the Contract Price has been reduced by Change Orders;
- i. an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;
- j. liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
- k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
- l. there are other items entitling Owner to a set off against the amount recommended.

2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 15.01.C.1 and subject to interest as provided in the Agreement.

#### 15.02 Contractor's Warranty of Title

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

#### 15.03 Substantial Completion

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider

the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

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

#### 15.04 Partial Use or Occupancy

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
  - 1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through E for that part of the Work.

2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.05 regarding builder's risk or other property insurance.

#### 15.05 Final Inspection

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

#### 15.06 Final Payment

- A. *Application for Payment:*
  1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.
  2. The final Application for Payment shall be accompanied (except as previously delivered) by:
    - a. all documentation called for in the Contract Documents;
    - b. consent of the surety, if any, to final payment;
    - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
    - d. a list of all disputes that Contractor believes are unsettled; and
    - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
  3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any

way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

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

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.
- C. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.
- D. *Payment Becomes Due:* Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer's recommendation, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

15.07 Waiver of Claims

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

15.08 Correction Period

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has

arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. correct the defective repairs to the Site or such other adjacent areas;
2. correct such defective Work;
3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

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

## ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

### 16.01 Owner May Suspend Work

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

## 16.02 Owner May Terminate for Cause

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
  - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);
  - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
  - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
  - 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:
  - 1. declare Contractor to be in default, and give Contractor (and any surety) notice that the Contract is terminated; and
  - 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond shall govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

### 16.03 Owner May Terminate For Convenience

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

### 16.04 Contractor May Stop Work or Terminate

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

## ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

### 17.01 Methods and Procedures

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this Article:
  - 1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full; and
  - 2. Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents, and arising after final payment has been made.

B. *Final Resolution of Disputes:* For any dispute subject to resolution under this Article, Owner or Contractor may:

1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions; or
2. agree with the other party to submit the dispute to another dispute resolution process; or
3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

## ARTICLE 18 – MISCELLANEOUS

### 18.01 Giving Notice

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

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

### 18.02 Computation of Times

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

### 18.03 Cumulative Remedies

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

### 18.04 Limitation of Damages

A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

### 18.05 No Waiver

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

**18.06 Survival of Obligations**

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

**18.07 Controlling Law**

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

**18.08 Headings**

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

**SECTION 00800 - SUPPLEMENTARY CONDITIONS****Supplementary Conditions**

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract Funding Agency Edition, EJCDC C-700 (2013 Edition), hereinafter called the General Conditions, and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

**Contents of Supplementary Conditions**

<u>Section No.</u>	<u>Section Title</u>	<u>Page No.</u>
SC-1 to SC-15	Amendments to General Conditions	00800-1

**SC-1        DEFINITIONS**

The terms used in these Supplementary Conditions which are defined in the General Conditions have the meanings assigned to them in the General Conditions.

**SC-1.01.A.3.    APPLICATION FOR PAYMENT**

Add the following language to the end of Paragraph 1.01.A.3:

The Application for Payment form to be used on this Project is EJCDC No. C-620.

**SC-1.01.A.8.    CHANGE ORDER**

Add the following language to the end of Paragraph 1.01.A.8:

The Change Order form to be used on this Project is EJCDC No. C-941.

**SC-1.01.A.28    OWNER**

Add the following to the end of paragraph 1.01.A.28 of the General Conditions:

Owner is referred to as Grantee in certain sections of these Contract Documents. Owner and Grantee are one and the same.

**SC-1.01.A.49    NON-RESIDENT CONTRACTOR**

Add a new paragraph immediately after paragraph 1.01.A.48 of the General Conditions, which is to read as follows:

49.    Non-Resident Contractor -
  - a.    A person who is not a resident in the State where the proposed construction is to be located, or
  - b.    Any partnership that has no member thereof resident in the State where the proposed construction is to be located.
  - c.    Any corporation established under laws other than those of the State in which the proposed construction is located.

**SC-1.01.A.50    UNCONTROLLABLE EVENTS**

Add a new paragraph immediately after paragraph 1.01.A.49 of the General Conditions, which is to read as follows:

50.    Uncontrollable Events- Events or acts that were unforeseeable at the time of Bid submission and that were beyond the Contractor's control in that the risk of the event or act could not have been prevented or managed by the Contractor with proper planning, coordination, Subcontractor management, insurance, bonding, maintenance, erosion control, traffic control, security precautions, Workers or Equipment. Uncontrollable Events are of two types: (A) severe weather events that meet the requirements of the first sentence of this definition and/or (B) non-weather events that meet the

requirements of the first sentence of this definition which might include acts by foreign enemy, quarantine restrictions, strikes not involving the Contractor, action or inaction by governmental authorities, action or inaction by Utility Companies or other third parties (not Subcontractors) working on Project related Work within the Project Limits, and freight embargoes. Uncontrollable Events specifically do not include: fires (unless caused by a weather event described in this definition above), acts by other third parties including vandals and members of the traveling public, non-performance of Subcontractors (except in cases of unforeseeable, permanent, and complete cessation of all operations by the Subcontractor for reasons unrelated to the Contractor), and difficult, but foreseeable weather for the location and time of the Work including but not limited to cold, snow, and ice in the winter, flooding caused by snow melt and rain in the spring, rain in the fall, and thunderstorms in the summer.

#### **SC-2.01      DELIVERY OF BONDS AND EVIDENCE OF INSURANCE**

Add a new paragraph immediately after paragraph 2.01.C of the General Conditions, which is to read as follows:

- D. *Non-Resident Contractor:* The Contractor, if a corporation established under laws other than the State in which the proposed construction is located, shall file with the Owner, notice of the name of its resident attorney, appointed as required by the laws of the State in which the proposed construction is located. The Contractor, if a resident of a State other than that in which the proposed construction is located and not a corporation, shall file, at the time of execution of the Agreement, with the Owner a written appointment of a resident of the State in which the construction is located, having an office or place of business therein, to be his true and lawful attorney upon whom all lawful processes in any actions or proceedings against him may be served; and in such writing, which shall set forth said attorney's place of residence, shall agree that any lawful process against him which is served on said attorney shall be of the same legal force and validity as if served on him and that the authority shall continue in force so long as any liability remains outstanding against him in said State. The power of attorney shall be filed in the office of the Secretary of State if required, and copies certified by the Secretary shall be sufficient evidence thereof. Such appointment shall continue in force until revoked by an instrument in writing, designating in a like manner some other person upon whom such processes may be served, which instrument shall be filed in the manner provided herein for the original appointment.

#### **SC-5.05      DIFFERING SUBSURFACE OR PHYSICAL CONDITIONS**

Add the following paragraph immediately after paragraph 5.05.E.3

- 4. Contractor shall not be entitled to any adjustment to the Contract Price for work required to repair damage to or to relocate any unmarked or incorrectly marked underground facility when such a facility is owned by others.

#### **SC-6.01      BONDS AND INSURANCE**

Add the following new paragraphs immediately after Paragraph 6.01.F.

G. A qualifying bonding company is an insurance, bonding, and/or surety company that is (a) licensed or approved by the State of Maine Department of Business Regulation, Bureau of Insurance, to do business in the State of Maine AND (b) listed on the most recent Federal Department of the Treasury listing of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies".

**SC-6.02 INSURANCE GENERAL PROVISIONS**

Add the following new paragraphs immediately after Paragraph 6.02.J:

K. Certificates of Insurance of the type and in the amounts required shall be delivered to the Owner prior to the commencement of any work.

**SC-6.03 CONTRACTORS LIABILITY INSURANCE**

SC-6.03.I.3 DELETE "AT LEAST 10 DAYS" AND REPLACE WITH "AT LEAST 60 DAYS".

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

K. The limits of liability for the insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

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

State:	Statutory
Federal, if applicable (e.g., Longshoreman's):	Statutory
Jones Act coverage, if applicable:	Not Applicable
Bodily injury by accident, each accident	\$ _____
Bodily injury by disease, aggregate	\$ _____

Employer's Liability:	
Bodily injury, each accident	\$ 500,000
Bodily injury by disease, each employee	\$ 500,000
Bodily injury/disease aggregate	\$ 500,000

Foreign voluntary worker compensation	Statutory
---------------------------------------	-----------

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

General Aggregate	\$ 2,000,000
-------------------	--------------

Products - Completed Operations Aggregate	\$ 2,000,000
---	--------------

Personal and Advertising Injury	\$ 1,000,000
---------------------------------	--------------

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

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

Bodily Injury:

Each person	\$ <u>1,000,000</u>
Each accident	\$ <u>1,000,000</u>

Property Damage:

Each accident	\$ <u>1,000,000</u>
---------------	---------------------

4. Excess or Umbrella Liability:

Per Occurrence	\$ <u>1,000,000</u>
General Aggregate	\$ <u>1,000,000</u>

5. Contractor's Pollution Liability:

Each Occurrence	\$ _____
General Aggregate	\$ _____

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

6. Additional Insureds: In addition to Owner and Engineer, include as additional insureds the following: Town of Freeport and Sebago Technics, Inc. A copy of the extension endorsement is to be attached to the certificate

**SC-6.05 PROPERTY INSURANCE**

SC 6.05.A. Delete the first sentence of Paragraph 6.05.A and insert the following sentence in its place:

Owner will not purchase or maintain property insurance upon the Work at the Site. The Owner does not require the Contractor to carry Builders Risk Insurance, Installation Floaters or Difference in Conditions insurance policies. However, the Contractor is advised of its risks for damage to the Work as provided in Paragraph 7.13 Safety and Protection. The Contractor is responsible for managing and insuring these risks as it deems appropriate at his sole risk and cost.

**SC-7.01 SUPERVISION AND SUPERINTENDENCE**

Delete paragraph 7.01.B in its entirety and insert the following in its place:

B. At all times during the progress of the Work, Contractor shall assign a competent resident Superintendent who shall not be replaced without 7 days advance written notice to Owner and Engineer and prior authorization by Owner, except under extraordinary circumstances.

The Contractor's written notice shall provide a complete explanation of the reasons for replacement. Replacement of the Superintendent to assume responsibility for another project or position within the Contractor's organization is not an acceptable reason for replacement. The Superintendent will be Contractor's representative at the Site and shall have authority to act on behalf of Contractor. All communications given to or received from the Superintendent shall be binding on Contractor. The Contractor's Superintendent shall not oversee or prepare bids for other work while present on the Site.

If the resident Superintendent is not on site, the owner may, at the Owner's discretion, reduce payments to the contractor, in the amount of \$750 per day.

#### **SC-7.02.B      LABOR; WORKING HOURS**

Add the following new subparagraphs immediately after paragraph 7.02.B of the General Conditions.

1. Regular Working Hours shall be 6:00 am to 6:00 pm Monday through Friday
2. If the Contractor or Subcontractors wish to work Saturdays, written authorization must be obtained 48 hours in advance from the Town of Freeport.
3. Night work is not allowed.
4. The Contractor shall not work during legal holidays or on weekends without written authorization obtained in advance from the Town of Freeport. The Contractor shall not occupy public right of way, other than in designated staging areas, with equipment or materials during legal holidays.

#### **SC-7.06 CONCERNING SUBCONTRACTORS, SUPPLIERS, AND OTHERS**

Add the following sentences at the end of paragraph 7.06.D:

"The Contractor shall deliver to the Engineer and Owner, for review and acceptance within five days of bid opening, a listing of the Subcontractors, Suppliers or entities for the work listed below:

1. Subcontracts exceeding \$10,000
2. Subcontracts exceeding \$100,000"

Add the new paragraph immediately after Paragraph 7.06.O:

P. The Contractor shall not award work valued at more than fifty (50%) percent of the Contract Price to Subcontractor(s), without prior written approval of the Owner.

#### **SC-7.08      PERMITS**

Add the following paragraph immediately after paragraph 7.08.A:

B. Contractor shall be responsible for obtaining road opening, building, plumbing and electrical permits, and any other permit required through the Town of Freeport and for complying with all associated requirements. The fees for such shall be waived by the Town.

Town of Freeport Drainage Improvement Project

**SC-7.09 TAXES**

Add a new paragraph immediately after Paragraph 7.09.A:

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

**SC 7.12 SAFETY AND PROTECTION**

Delete paragraph 7.12.A.2 of the General Conditions and replace with the following:

- 2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site. The Contractor shall bear all risk of loss, regardless of cause, except for damage caused by Uncontrollable Events as defined in the Supplemental Conditions; and

**SC-8 COORDINATION WITH OTHER WORK**

See Section 01050

**SC-10.03 PROJECT REPRESENTATION**

Add a new paragraph immediately after paragraph 10.03.A of the General Conditions which is to read as follows:

- 10.03.1 Resident Project Representative is Engineer's agent at the site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding Resident Project Representative's actions. Resident Project Representative's dealings in matters pertaining to the on-site work shall in general be with Engineer and Contractor keeping Owner advised as necessary. Resident Project Representative's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. Resident Project Representative shall generally communicate with Owner with the knowledge of and under the direction of Engineer.

- 10.03.1.1 Duties and Responsibilities of Resident Project Representative:

- 10.03.1.1.1 Schedules: Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.

- 10.03.1.1.2 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.

- 10.03.1.1.3 Liaison:

- a. Serve as Engineer's liaison with Contractor, working principally through Contractor's Superintendent and assist in understanding the intent of the Contract Documents; and assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-site operations.
- b. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.

10.03.1.1.4 Shop Drawings and Samples:

- a. Record date of receipt of Shop Drawings and samples.
- b. Receive samples which are furnished at the site by Contractor, and notify Engineer of availability of samples for examination.
- c. Advise Engineer and Contractor of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been reviewed by Engineer.

10.03.1.1.5 Review of Work, Rejection of Defective Work, Inspections and Tests:

- a. Conduct on-site observations of the Work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
- b. Report to Engineer whenever Resident Project Representative believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of Work that Resident Project Representative believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel and that Contractor maintains adequate records thereof; and observe, record and report to Engineer appropriate details relative to the test procedures and startups.
- d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to Engineer.

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

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

10.03.1.1.8 Records:

- a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.
- b. Keep a diary or log book recording Contractor hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in

general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.

- c. Record names, address and telephone numbers of all Contractors, Subcontractors and major suppliers of materials and equipment.

10.03.1.1.9 Reports:

- a. Furnish Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
- b. Consult with Engineer in advance of scheduled major tests, inspections or start of important phases of the Work.
- c. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from Contractor and recommend to Engineer Change Orders, Work Directive Changes, and Field Orders.
- d. Report immediately to Engineer and Owner upon the occurrence of any accident.

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

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

10.03.1.1.12 Completion:

- a. Before Engineer issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
- b. Conduct final inspection in the company of Engineer, Owner and Contractor and prepare a final list of items to be completed or corrected.
- c. Observe that all items on final list have been completed or corrected and make recommendations to Engineer concerning acceptance.

10.03.1.2 Limitations of Authority of the Resident Project Representative:

10.03.1.2.1 Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by Engineer.

10.03.1.2.2 Shall not exceed limitations of Engineer's authority as set forth in the Contract Documents.

10.03.1.2.3 Shall not undertake any of the responsibilities of Contractor, Subcontractors or Contractor's Superintendent.

10.03.1.2.4 Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.

- 10.03.1.2.5 Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
- 10.03.1.2.6 Shall not accept Shop Drawing or sample submittals from anyone other than Contractor.
- 10.03.1.2.7 Shall not authorize Owner to occupy the Project in whole or in part.
- 10.03.1.2.8 Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by Engineer.

**SC-11.04 CHANGE OF CONTRACT PRICE**

At the end of subparagraph 11.04.C.2.b, prior to the semicolon, add the following words:

“calculated on Subcontractor’s actual cost before Subcontractor’s fee is added”.

**SC-15.01 PROGRESS PAYMENTS**

Add the following sentence to the end of sub paragraph 15.01.C.1

“Engineer may refuse to recommend payment if certified payrolls have not been submitted for the work performed during the period of the Pay Requisition.”

Delete Paragraph 15.01.D.1 in its entirety and insert the following in its place:

1. 35 days after presentation of the application for Payment to Owner with Engineer’s recommendation, the amount recommended (subject to any Owner set-offs) will be come due, and when due will be paid by the Owner to Contractor.

## SECTION 00810 - NOTICE OF AWARD

Date of Issuance:			
Owner:	Town of Freeport	Owner's Contract No.:	
Engineer:	Sebago Technics, Inc.	Engineer's Project No.:	240517
Project:	Town of Freeport Drainage Improvement Project	Contract Name:	Town of Freeport Drainage Improvement Project

Bidder:

Bidder's Address:

**TO BIDDER:**

You are notified that Owner has accepted your Bid dated MONTH DAY YEAR for the above Contract, and that you are the Successful Bidder and are awarded a Contract for: Freeport Drainage Improvement Project

The Contract Price of the awarded Contract is: \$ \_\_\_\_\_ subject to unit prices and the Town's acceptance of the Total Base Bid.

Two (2) unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award and has been transmitted or made available to Bidder electronically.

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

You must comply with the following conditions precedent within 10 days of the date of receipt of this Notice of Award:

1. Deliver to Owner two (2) counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security (performance and payment bonds) and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6 and the Supplemental Conditions.

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

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: Town of Freeport

Authorized Signature

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

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

Copy: Engineer

## SECTION 00811 - NOTICE TO PROCEED

Owner:	Town of Freeport	Owner's Contract No.:
Contractor:		
Engineer:	Sebago Technics, Inc.	Engineer's Project No.: 240517
Project:	Town of Freeport Drainage Improvement Project	Contract Name: Town of Freeport Drainage Improvement Project
Effective Date of Notice to Proceed:		

**TO CONTRACTOR:**

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on upon the effective date of this Notice to Proceed above.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with the Agreement, the date of Completion is October 28, 2026.

Before commencing work, the Contractor must:

1. Attend a Pre-Construction/Utility Coordination Meeting
2. Obtain a street opening permit from the Town
3. Notify Dig Safe
4. Provide a Construction Schedule
5. Perform a Pre-Blast Survey

---

Owner:

Authorized Signature

---

By:

---

Title:

---

Date Issued:

---

Copy: Engineer

**SECTION 00836 - CONTRACTOR'S AFFIDAVIT**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Before me, the undersigned, a \_\_\_\_\_  
(Notary Public, Justice of Peace, Alderman)

in and for said County and State personally appeared, \_\_\_\_\_  
(Individual, Partner or duly

authorized representative of corporate contractor) who being duly sworn according to law

deposes and says that the cost of all the Work, and outstanding claims and indebtedness of  
whatever nature arising out of the performance of the contract between

\_\_\_\_\_ (Owner)

and \_\_\_\_\_ of \_\_\_\_\_  
(Contractor)

dated \_\_\_\_\_ for the construction of the \_\_\_\_\_  
(Agreement Date) (Project)

\_\_\_\_\_ and necessary  
appurtenant installations have been paid in full.

\_\_\_\_\_ (Individual, Partner, or duly authorized representative of  
corporate contractor)

Sworn to and subscribed before me

this \_\_\_\_\_ day of \_\_\_\_\_ ,  
20\_\_\_\_, \_\_\_\_\_

END OF SECTION

## SECTION 00837 - CONTRACTOR'S RELEASE

KNOW ALL MEN BY THESE PRESENTS that \_\_\_\_\_  
 \_\_\_\_\_ (Contractor)  
 of \_\_\_\_\_, County of \_\_\_\_\_ and State of \_\_\_\_\_

do hereby acknowledge that \_\_\_\_\_ has this day had, and  
 received of \_\_\_\_\_ (Contractor)  
 and from \_\_\_\_\_ the sum of One Dollar and other valuable considerations  
 in

\_\_\_\_\_ (Owner)  
 full and complete satisfaction and payment of all sums of money owed, payable and belonging  
 to

\_\_\_\_\_ by any means whatsoever, for on account of a Contract  
 \_\_\_\_\_ (Contractor)  
 Agreement between \_\_\_\_\_ and \_\_\_\_\_  
 \_\_\_\_\_ (Owner) (Contractor)  
 dated \_\_\_\_\_ for \_\_\_\_\_  
 (Agreement Date) (Project)

NOW, THEREFORE, the said \_\_\_\_\_  
 \_\_\_\_\_ (Contractor)

(for myself, my heirs, executors and administrators) (for itself, its successors and assigns)  
 do/does, by these presents remise, release, quit-claim and forever discharge  
 \_\_\_\_\_ (Owner)  
 \_\_\_\_\_, of and from all claims and demands, arising from or in connection  
 with the said contract dated \_\_\_\_\_, and of and from all, and all manner of action and  
 (Agreement Date)

actions, cause and causes of action and actions, suits, debts, dues, duties, sum and sums of  
 money,

accounts, reckonings, bonds, bills, specialties, covenants, contracts, agreements, promises,  
 variances, damages, judgments, extents, executions, claims and demand, whatsoever in law or  
 equity, or otherwise, against \_\_\_\_\_ its successors and assigns, which (I,  
 (owner)  
 my heirs, executors, or administrators) (it, its successors and assigns) ever had, now have or  
 which (I, my heirs, executors, or administrators) (it, its successors and assigns) hereafter can,  
 shall or may have, for, upon or by reason of any matter, cause, or thing whatsoever; from the  
 beginning of recorded time to the date of these presents.

IN WITNESS WHEREOF, \_\_\_\_\_  
(Contractor)

has caused these presents to be duly executed this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_

Signed, Sealed and Delivered in the presence of:

\_\_\_\_\_ (seal)  
(Individual -Contractor)

\_\_\_\_\_

\_\_\_\_\_ (seal)  
(Partnership - Contractor)

\_\_\_\_\_ By \_\_\_\_\_ (seal)  
(Partner)

\_\_\_\_\_

Attested:

\_\_\_\_\_ (Corporation)

\_\_\_\_\_ By \_\_\_\_\_  
(Secretary) (President or Vice President)

(Corp. Seal)

END OF SECTION

## SECTION 00838 - CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner:	Town of Freeport	Owner's Contract No.:
Contractor:		Contractor's Project No.:
Engineer:	Sebago Technics, Inc.	Engineer's Project No.: 240517
Project:	Town of Freeport Drainage Improvement Project	Contract Name: Town of Freeport Drainage Improvement Project

This [preliminary] [final] Certificate of Substantial Completion applies to:

All Work

The following specified portions of the Work:

### Date of Substantial Completion

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

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

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract, except as amended as follows: *[Note: Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.]*

Amendments to Owner's responsibilities:

None

As follows

Amendments to Contractor's responsibilities:

None

As follows:

The following documents are attached to and made a part of this Certificate: *[punch list; others]*

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

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

## **SECTION 00839 - WAIVER OF LIEN - MATERIALS AND LABOR**

## STATE OF

## COUNTY OF

TO WHOM IT MAY CONCERN:

WHEREAS, \_\_\_\_\_ the undersigned  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
have been employed by \_\_\_\_\_  
to furnish labor and materials for the project known as \_\_\_\_\_

NOW THEREFORE, KNOW YE, THAT WE, the undersigned, for good and valuable considerations do hereby waive and release any and all lien or right of lien on said above project and premises under the Law, in relation to Mechanics' Liens Law, on account of labor and materials, or both, furnished by the undersigned to or on account of the said contract for the said project and premises only so far as that portion of work which has been included in our requisition dated \_\_\_\_\_ and all prior requisitions.

THIS WAIVER AND RELEASE is being made to the undersigned in the amount of \$ \_\_\_\_\_ which sum the undersigned certifies to be the balance due the undersigned for all labor, materials or both, furnished by the undersigned to or on account of the said contract as included on his requisition dated \_\_\_\_\_.

GIVEN UNDER \_\_\_\_\_ hand and seal, the \_\_\_\_\_ day  
of \_\_\_\_\_, 20 \_\_\_\_.

By:

END OF SECTION

## SECTION 00840 - WORK CHANGE DIRECTIVE

## Work Change Directive No.

Date of Issuance:	Effective Date:
Owner: Town of Freeport	Owner's Contract No.:
Contractor:	Contractor's Project No.:
Engineer: Sebago Technics, Inc.	Engineer's Project No.: 240517
Project: Town of Freeport Drainage Improvement Project	Contract Name: Town of Freeport Drainage Improvement Project

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

Description:

Attachments: [List documents supporting change]

**Purpose for Work Change Directive:**

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

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

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

Contract Price \$ [increase] [decrease].

Contract Time days [increase] [decrease].

**Basis of estimated change in Contract Price:**

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

RECOMMENDED:

AUTHORIZED BY:

RECEIVED:

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

Approved by Funding Agency (if applicable) \_\_\_\_\_

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

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

## SECTION 00842 - CHANGE ORDER

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

Date of Issuance:	Effective Date:	
Owner: Town of Freeport	Owner's Contract No.:	
Contractor:	Contractor's Project No.:	
Engineer: Sebago Technics, Inc.	Engineer's Project No.:	240517
Project: Town of Freeport Drainage Improvement Project	Contract Name:	Town of Freeport Drainage Improvement Project

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

Description:

Attachments: *[List documents supporting change]*

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

## RECOMMENDED:

## ACCEPTED:

## ACCEPTED:

By: \_\_\_\_\_  
Engineer (if required)

By: \_\_\_\_\_  
Owner (Authorized)

By: \_\_\_\_\_  
Contractor (Authorized)

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

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

Approved by Funding Agency (if applicable)

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

Date:

**SECTION 00844 - APPLICATION FOR PAYMENT**

(The remainder of this page was left blank intentionally)



SECTION 01010  
SUMMARY OF WORK

PART 1 – GENERAL

1.1      DESCRIPTION

The work includes providing drainage improvements along Flying Point Road in the form of curbing along the roadway, replacement of driveway culverts, installation of catch basin(s) and associated storm drain piping, and deepening existing roadway ditches. This portion of the Flying Point Road will be recycled to a depth of 6-inches, fine graded, compacted and calcium chloride applied. After 7 days have passed from the calcium chloride application, the road will be recycled to a depth of 6-inches, fine graded, compacted and paved with 3.5 inches of 12.5MM base pavement. After a minimum of 6 months following placement of the base pavement, placement of 1.5 inches of 9.5MM surface pavement shall be placed on this portion of Flying Point Road.

PART 2 - PRODUCTS

Not Applicable.

PART 3 - EXECUTION

3.1      MAINTAIN EXISTING WORKS

- A.      Utilities:
  1.      The Contractor will be responsible for all work necessary to maintain existing services for utilities including but not limited to water, natural gas, electrical and telecommunications.
  2.      The Contractor will be responsible for ensuring surface drainage collection is maintained and sewer services are provided to all properties without interruption unless approved by the Engineer.
  
- B.      Minimize Interference with Traffic and Properties:
  1.      The Contractor shall, at all times, conduct project operations to interfere as little as possible with existing properties and vehicle and pedestrian movement. The Contractor shall develop a program, in cooperation with the Town and Engineer, which shall provide for the orderly and efficient progression of construction.
  2.      Access for local traffic and driveways will be maintained during construction.
  3.      If any driveways or building entrances must be temporally impacted or closed, the Contractor notify the abutting property owners as required in the contract.
  4.      Contractor shall construct temporary ramps and facilities as required to maintain access handicap accessibility to building entrances impacted by the work.
  5.      Work of connecting with, cutting into, and reconstructing existing pipes or structures shall be planned to interfere with the operation of the existing adjacent properties for the shortest possible time and when the demands on the facilities best permit such interference. It may be necessary to work outside of normal working hours to minimize interference. Before starting work which will interfere with adjacent property activities, the Contractor shall do all possible preparatory work prior to the actual interference.
  6.      Refer to the Special Provisions for additional requirements.

3.2 CONSTRUCTION SEQUENCE

A. Refer to the Plans and Special Provisions for any sequence requirements.

END OF SECTION

SECTION 01050COORDINATIONPART 1 - GENERAL1.1 DESCRIPTION

- A. The work includes construction in close proximity the Owner's existing facilities, structures both on and abutting the project site and existing utilities including but not limited to electrical and telecommunication utility services and transmission lines.
- B. The Contractor, under this Contract, will be responsible for coordinating construction activities with Owner, abutters and utility providers to ensure that services, facilities, and safe working conditions are maintained.
- C. Any damage to existing structures, equipment, property, accepted work, or work in progress by others; as a result of the Contractor's or his subcontractor's operations shall be made good by the Contractor at no additional cost to the Owner.

1.2 COORDINATION WITH OTHERSA. Town of Freeport:

- 1. Contractor shall coordinate access, egress, and traffic control for the project with the Freeport Police Department and Fire Department. The Contractor shall notify Freeport Police, Fire Department and Rescue Squad at least 48 hours in advance of any pre-approved street closings or detours.
- 2. Contractor shall coordinate all street and sidewalk closures at the monthly meetings.
- 3. The Contractor shall be responsible for coordinating and maintaining public services to all public and private properties on or abutting the site.
- 4. The Contractor shall coordinate temporary relocations of any school bus stops with the School Department.

1.3 UTILITY COORDINATION

Aerial utilities such as, but not limited to, electricity and telecommunications exist within the project scope. The proposed project does not anticipate impacts to any existing utility service, but the contractor is cautioned that excavation equipment may be within close proximity to aerial utilities and the necessary notifications and warnings shall be part of the work.

1.4 NOTIFICATION OF RESIDENTS

- A. Residents shall be notified by the Contractor sufficiently in advance of any construction affecting the resident's driveway to allow adequate time for removal of vehicles.
- B. The Contractor shall restore access to all driveways at the end of each work day. The Contractor shall also make every effort to maintain access to the driveways at all times

1.5 NO SEPARATE PAYMENT

- A. Unless specifically stated otherwise, the cost for the Contractor's coordination of the project is incidental to the contract and no separate payment will be made.

END OF SECTION

SECTION 01200PROJECT MEETINGSPART 1 - GENERAL1.1 DESCRIPTION

- A. Work Included: To enable orderly review during progress of the work, and to provide for systematic discussion of problems, the Engineer will conduct project meetings throughout the construction period.
- B. Related work described elsewhere: The Contractor's relations with his subcontractors and materials suppliers and discussions relative thereto, are the Contractor's responsibility and are not part of project meetings content.

1.2 QUALITY ASSURANCE

- A. Persons designated by the Contractor to attend and participate in the project meetings shall have all required authority to commit the Contractor to solutions agreed upon in the project meetings.

1.3 SUBMITTALS

- A. Agenda items: To the maximum extent practicable, advise the Engineer at least 24 hours in advance of project meetings regarding all items to be added to the agenda.
- B. Meeting Notes: The Engineer will compile meeting notes of each project meeting and will furnish a copy to the Contractor. The Contractor may make and distribute such other copies as he wishes.
- C. Contractor to submit a written Monthly Progress Report to the Engineer at least two days prior to the Monthly Construction Meeting. Report shall include, at a minimum, the following:
  1. Copy of updated project schedule.
  2. Work completed in the previous month.
  3. Work to be completed during the upcoming month.
  4. Discussion of overall project schedule.

PART 2 - PRODUCTS

(No products are required in this Section.)

### PART 3 - EXECUTION

#### 3.1 MEETING SCHEDULE

- A. Except as noted below for Preconstruction Meeting, project meetings will be held monthly. Coordinate as necessary to establish mutually acceptable schedule for meetings.

#### 3.2 MEETING LOCATION

- A. Weekly meetings will be held onsite as appropriate.
- B. Monthly meeting may be held onsite, or at the office of Sebago Technics at 75 John Roberts Road, South Portland, or via video conference, as deemed necessary.

#### 3.3 PRECONSTRUCTION MEETING

- A. Preconstruction meeting will be scheduled within ten (10) days after the Effective Date of the Agreement, but before the Contractor starts work at the site. Provide attendance by authorized representatives of the Contractor and all major subcontractors. The Engineer will advise other interested parties and request their attendance.
- B. Minimum agenda: Distribute data on, and discuss:
  1. Identification of key project personnel for Owner, Engineer, Contractor, funding/regulatory Agencies.
  2. Responsibilities of Owner, Engineer, Resident Project Representative, Contractor.
  3. Channels and procedures for communications.
  4. Construction schedule, including sequence of critical work.
  5. Easements, permits.
  6. Contract Documents, including distribution of required copies of original documents and revisions.
  7. Processing of Shop Drawings and other data submitted to the Engineer for review.
  8. Processing of field decisions and Change Orders.
  9. Rules and regulations governing performance of the Work, including funding/regulatory Agency requirements.
  10. Procedures for safety and first aid, security, quality control, housekeeping, and other related matters.
  11. Utility Coordination.
    - a. A Utility Coordination Meeting shall be held in conjunction with the Pre-Construction Meeting as deemed necessary.

3.4 PROJECT MEETINGS

- A. Attendance: To the maximum extent practicable, assign the same person or persons to represent the Contractor at project meetings throughout progress of the Work. The Superintendent shall attend. Subcontractors, materials suppliers, and others may be invited to attend those project meetings in which their aspects of the Work are involved.
- B. Minimum agenda:
  - 1. Review, revise as necessary, and approved minutes of previous meeting.
  - 2. Review progress of the Work since last meeting.
  - 3. Review schedule of work to be accomplished prior to next meeting.
  - 4. Discuss monthly partial payment request.
  - 5. Field Observations.
  - 6. Anticipated traffic delays or related issues.
  - 7. Review Status of submittals for approval.
  - 8. Review status of change order requests and Work Directive Changes, RFIs.
  - 9. Identify problems which impede planned progress.
  - 10. Develop corrective measures and procedures to regain planned schedule.
  - 11. Complete other current business.

3.5 NO SEPARATE PAYMENT

- A. Unless specifically stated otherwise, all the Contractor's costs for meetings are incidental to the contract and no separate payment will be made.

END OF SECTION

SECTION 01310CONSTRUCTION SCHEDULESPART 1 - GENERAL1.1 DESCRIPTION

- A. Work Included: Within ten (10) days after the effective date of the Agreement between Owner and Contractor submit to the Engineer an estimated progress schedule as specified herein.
- B. The Contractor shall plan the Work, including the activity of Subcontractors, vendors, and suppliers, such that all Work will be performed in Substantial Conformity with its Schedule of Work. The Schedule must include sufficient time for the Owner to perform its functions as indicated the Contract, including QA inspection and testing, and review of submittals.
- C. Content of Schedules:
  - 1. At a minimum the schedule of work shall show:
    - a. A bar chart of major work activities, milestones durations and timelines.
    - b. Milestones to be included in the schedule include the following as applicable:
      - 1) Start of Work.
      - 2) Beginning and ending of planned work suspensions.
      - 3) Dates of road and sidewalk closures.
      - 4) Proposed dates for drainage improvements
      - 5) Proposed dates for pavement recycling, binder placement, surface placement
    - c. Shop Drawings, Project Data and Samples:
      - 1) Submittal dates.
      - 2) Dates reviewed copies will be required.
    - d. Decision dates for:
      - 1) Selection of materials.
    - e. Estimated product procurement and delivery dates.
  - 2. Identify work of separate phases and logically grouped activities. Phases should include the following areas at a minimum as appropriate:
    - a. Roadway ditch grading
    - b. Installation of storm drain structures
    - c. Pavement recycling
    - d. Placement of binder pavement
    - e. Placement of surface pavement
  - 3. Show the projected percentage of completion for each item of work as of the first day of each month.
- D. Updating:
  - 1. Show all changes occurring since previous submission.

2. Indicate progress of each activity, show completion dates.
3. Include:
  - a. Major changes in scope.
  - b. Activities modified since previous updating.
  - c. Revised projections due to changes.
  - d. Other identifiable changes.
4. Provide narrative report, including:
  - a. Discussion of problem areas, including current and anticipated delay factors.
  - b. Corrective action taken, or proposed.
  - c. Description of revisions that may affect schedules.

1.2 **SUBMITTALS**

- A. Submit updated schedules with each progress payment request.
- B. Submit 2 copies of initial and updated schedules to the Engineer.

1.3 **PAYMENT SCHEDULE**

- A. Provide a projected payment schedule that estimates the value of the Work as scheduled, including requests for payment of Delivered Materials. The Projected Payment Schedule must be in accordance with the Contractor's Schedule of Work and prices submitted by the Contractor's Bid. The Contractor shall revise the Projected Payment Schedule to reflect the actual progress of the Work.

1.4 **SCHEDULE REVISIONS**

- A. The progress of the work shall be compared against the schedule of work at each progress meeting. If the Owner determines that the Contractor's actual progress is not in substantial conformity with the schedule of work, then the Contractor shall either increase project resources to get back on schedule or submit a revised schedule of work and projected payment schedule to the Owner.

1.5 **NO SEPARATE PAYMENT**

- A. Unless expressly provided otherwise, the cost for providing a Schedule of Work, a Projected Payment Schedule, and all revisions and updates are incidental to the contract.

**END OF SECTION**

SECTION 01340SUBMITTALSPART 1 - GENERAL1.1 DESCRIPTION

- A. Work Included:
  - 1. Submit to the Engineer, Shop Drawings, Manufacturers' Certificates, Project Data, and Samples required by this section and the Supplemental Specification Sections.
  
- B. Related Work Specified Elsewhere:
  - 1. Special Provisions: Section 01000.
  - 2. Construction Schedules: Section 01310.
  - 2. General Conditions: Section 00700.

1.2 SHOP DRAWINGS

- A. Shop Drawings are required for identified elements of the work. Each shop drawing shall be assigned a sequential number for purposes of easy identification, and shall retain its assigned number, with appropriate subscript, on required resubmissions.
  
- B. Shop Drawings are generally defined as all fabrication drawings, diagrams, brochures, schedules, bills of material, manufacturers data, spare parts lists, and other data prepared by the Contractor, his subcontractors, suppliers, or manufacturers which illustrate the manufacturer, fabrication, construction, and installation of the work, or a portion thereof.
  
- C. The Contractor shall submit to an electronic copy of Shop Drawings and approved data for distribution.
  
- D. The Contractor shall provide a copy of the completed Submittal Certification Form (copy provided for Contractor's use at the end of this Specification Section) which shall be attached to every copy of each shop drawing. Shop Drawings shall show the principal dimensions, weight, structural and operating features, space required, clearances, type and/or brand of finish or shop coat, grease fittings, etc., depending on the subject of the drawing. When it is customary to do so, when the dimensions are of particular importance, or when so specified, the drawings shall be certified by the manufacturer or fabricator as correct for the work.
  
- E. Shop Drawings shall be submitted as a complete package by specification section, unless otherwise reviewed and approved by the Engineer. It is the intent that all information, materials and samples associated with each specification section be included as a single submittal for the Engineer's review. Any deviation from this requirement shall be requested in writing prior to any associated submittal.

- F. The Contractor shall be responsible for the prompt and timely submittal of all shop and working drawings so that there shall be no delay to the work due to the absence of such drawings.
- G. No material shall be purchased or fabricated especially for the Contract until the required shop and working drawings have been submitted as hereinabove provided and reviewed for conformance to the Contract requirements.
- H. Until the necessary review has been made, the Contractor shall not proceed with any portion of the work, the design or details of which are dependent upon the design or details of work, materials, equipment or other features for which review is required.
- I. All shop and working drawings shall be submitted to the Engineer by and/or through the Contractor, who shall be responsible for obtaining shop and working drawings from his subcontractors and returning reviewed drawings to them. Shop drawings shall be of standardized sizes to enable the Owner to maintain a permanent record of the submissions. Approved standard sizes shall be: (a) 11 inches by 17 inches, and (b) 11 inches by 8-1/2 inches. Provision shall be made in preparing the shop drawings to provide a binding margin on the left-hand side of the sheet. Shop drawings submitted other than as specified herein may be returned for resubmittal without being reviewed.
- J. Only drawings which have been checked and corrected by the fabricator should be submitted to the Contractor by his subcontractors and vendors. Prior to submitting drawings to the Engineer, the Contractor shall check thoroughly all such drawings to satisfy himself that the subject matter thereof conforms to the Drawings and Specifications in all respects. All drawings which are correct shall be marked with the date, checker's name, and indication of the Contractor's approval, and then shall be submitted to the Engineer.
- K. If a shop drawing shows any deviation from the Contract requirements, the Contractor shall make specific mention of the deviations in his letter of transmittal.
- L. Should the Contractor submit equipment that requires modifications to the structures, piping, layout, etc., detailed on the Drawings, he shall also submit details of the proposed modifications. If such modifications are accepted, the Contractor, at no additional cost to the Owner, shall do all work necessary to make such modifications.
- M. A maximum of two submissions of each Shop Drawing will be reviewed, checked, and commented upon without charge to the Contractor. Any additional submissions which are ordered by the Engineer to fulfill the stipulations of the Drawings and Specifications, and which are required by virtue of the Contractor's neglect or failure to comply with the requirements of the Drawings and Specifications, or to make those modifications and/or corrections ordered by the Engineer in the review of the first two submissions of each Shop Drawing, will be reviewed and checked as deemed necessary by the Engineer, and the cost of such review and checking, as determined by the Owner, and based upon Engineer's documentation of time and rates established for additional services in the Owner-Engineer Agreement for this Project, may be deducted from the Contractor to

make all modifications and/or corrections as may be required by the Engineer in an accurate, complete, and timely fashion.

1.3 SAMPLES

- A. The Contractor shall submit samples when requested by the Engineer to establish conformance with the specifications, and as necessary to define color selections available.

1.4 SUBMISSION REQUIREMENTS

- A. Accompany submittals with transmittal letter, containing:
  - 1. Date.
  - 2. Project title and number.
  - 3. Contractor's name and address.
  - 4. The number of each Shop Drawing, Project Data and Sample submitted.
  - 5. Notification of deviations from Contract Documents.
  - 6. Other pertinent data.
- B. A completed Submittal Certification Form shall be attached to each copy of each shop drawing and must include:
  - 1. Identification of deviations from Contract Documents.
  - 2. Contractor's stamp, initialed or signed, certifying review of the submittal, verification of field measurements and compliance with Contract Documents.
  - 3. Where specified or when requested by the Engineer, manufacturer's certification that equipment, accessories and shop painting meet or exceed the Specification requirements.
  - 4. Where specified, manufacturer's guarantee.

1.5 RESUBMISSION REQUIREMENTS

- A. Revise initial drawings as required and resubmit as specified for initial submittal.
- B. Indicate on drawings any changes which have been made other than those required by Engineer.

1.6 ENGINEER'S REVIEW

- A. The review of shop and working drawings hereunder will be general only, and nothing contained in this specification shall relieve, diminish or alter in any respect the responsibilities of the Contractor under the Contract Documents and in particular, the specific responsibility of the Contractor for details of design and dimensions necessary for proper fitting and construction of the work as required by the Contract and for achieving the result and performance specified thereunder.

1.7 SCHEDULE OF SUBMITTAL ITEMS

Provide submittals for the following items:

- A. Aggregates:
  - 1. Provide Submittals for the following items:
    - a. Item 304.10 Aggregate Subbase Course.
    - b. Item 304.14 Aggregate Base Course, Type A
  - 2. Submit test results (including gradation analysis) and source location for all borrow material to be used at least 10 working days prior to its use on the site. Contractor shall identify and provide access to borrow sites.
  - 3. Submit moisture density curve for each type of soil (on site or borrow material) to be used for embankment construction or fill beneath structures or pavement.
- B. Hot Mix Asphalt:
  - 1. Provide Submittals for the following items:
    - a. Item 403.208 Hot Mix Asphalt 12.5mm Surface
    - b. Item 403.209 Hot Mix Asphalt 9.5mm (Sidewalks, Drives, Etc.)
    - c. Item 403.213 Hot Mix Asphalt 12.5mm Base
  - 2. The Contractor shall submit, for approval, a current job mix formula (JMF).
  - 3. For a Superpave design, a current Maine Department of Transportation (MaineDOT)-approved Superpave JMF shall be submitted.
  - 4. The JMFs shall be reviewed and approved by an independent testing agency prior to submittal.
  - 5. The job mix formula shall state the source, gradation, and percentage of each portion of the aggregate and filler, if required. It shall state the name of the refiner and the supplier of the particular bituminous material to be used and the plant location.
- C. Pipe:
  - 1. Provide Submittals for the following items:
    - a. Item 603.159 12" Option III Pipe
  - 2. Provide manufacturers' product data for all pipes and fittings and accessories confirming products meet specifications.

END OF SECTION

SECTION 01400QUALITY CONTROLPART 1 - GENERAL1.1 REQUIREMENTS INCLUDED

- A. General Quality Control.
- B. Workmanship.
- C. Manufacturer's Data and Certificates.
- D. Testing Laboratory Services.

1.2 RELATED REQUIREMENTS

- A. Section 00700 - General Conditions: Inspection and testing required by governing authorities.
- B. Section 01340 – Submittals.
- C. Standard and Supplemental Specifications Section 203 - Excavation and Embankment.
- D. Standard and Supplemental Specifications Section 304 - Aggregate Base and Subbase Course.
- E. Standard and Supplemental Specifications Section 403 - Hot Bituminous Pavement.

1.3 QUALITY CONTROL

- A. Maintain quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality.
- B. Particular attention to compaction shall be paid during backfilling operation. Strict adherence to Section 203.11 and 304.04 and 603.08 of the Maine Department of Transportation (MaineDOT) Standard Specifications will be required for all subgrade preparation, subbase/base installation and trench backfill operations.

1.4 WORKMANSHIP

- A. Comply with industry standards except when more restrictive tolerances or specified requirements indicate more rigid standards or more precise workmanship.
- B. Perform work by persons qualified to produce workmanship of specified quality.
- C. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, and racking.

1.5 MANUFACTURERS' INSTRUCTIONS

- A. Comply with instructions in full detail, including each step-in sequence. Should instructions conflict with Contract Documents, request clarification from Engineer before proceeding.

1.6 MANUFACTURERS' CERTIFICATES

A. When required by the Section 01340 or individual Specifications Section, submit manufacturer's certificate that products meet or exceed specified requirements.

1.7 TESTING LABORATORY SERVICES

Not Used

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

3.1 TESTING

A. Soil Backfill: Compaction Testing shall be completed as specified in MaineDOT's Standard Specifications.

B. Hot Bituminous Pavements: Hot Bituminous Pavements shall be tested in accordance with the Standard Specifications Division 400 Section 401 HOT MIX ASPHALT using Quality Control Method D.

END OF SECTION

SUPPLEMENTAL SPECIFICATIONSSECTION 101CONTRACT INTERPRETATION

This Section contains abbreviations, definitions, and general rules of interpretation found in the Standard Specifications. The Town of Freeport has adopted its own General Terms and Conditions, Agreement, and Special Provisions and Supplemental Specifications contained herein. Where any ambiguity, error, omission, conflict, or discrepancy ("ambiguity", etc.) related to the Contract Documents exists, refer to the Special Provisions for the order of priority of the documents.

The following provisions of Section 101 of the Standard Specifications shall apply with the following additions and modifications:

101.2 Definitions

Commissioner: The definition in the Standard Specifications shall be deleted and replaced with the following: Commissioner shall mean the Director of Public Works, Freeport, Maine.

Department: The definition in the Standard Specifications shall be deleted and replaced with the following: Department shall mean the Department of Public Works, Freeport, Maine acting through its Director or through their duly authorized representative.

## SECTION 202

### REMOVING STRUCTURES AND OBSTRUCTIONS

The provisions of Section 202 of the Standard Specifications shall apply with the following additions and modifications:

202.01 Description This work shall consist of removing wholly or in part, and satisfactory disposing of all designated buildings, structures, bituminous pavement, portland cement concrete pavement, manholes, catch basins, and other obstructions which are required to be removed, except for the obstructions to be removed and disposed of under other contract items. It shall also include salvaging designated materials.

**202.06 Removing Bituminous Concrete Pavement**

Utility trenches shall be saw cut with a uniform width from structure to structure. The cutting equipment used shall be exclusively designed for the purpose. It shall be capable of establishing a straight and vertical cut and to minimize chipping of the edge of the existing surface to remain.

The equipment for removing the bituminous pavement shall be capable of scarifying and loading the bituminous pavement without including any gravel, except that adhering to the pavement. The remaining gravel shall be graded to drain as approved by the Resident.

Prior to the removal of bituminous pavement, the limit of the removal area shall be saw cut full depth where new pavement will be matched to existing pavement.

**202.07 Method of Measurement**

All pavement, driveway and trench cap butt joints are incidental to the contract and shall not require measurement.

Saw cutting pavement is incidental to the contract and shall not require measurement.

Payment will be made under:

<u>Pay Item</u>		<u>Pay Unit</u>
202.20	Remove Bituminous Concrete Pavement	Square Yard

SECTION 203EXCAVATION AND EMBANKMENT

The provisions of Section 203 of the Standard Specifications shall apply with the following additions and modifications:

203.01 Paragraph (a) shall be modified to read as follows:

- a. Common excavation shall consist of removing all material encountered in grading the project within the limits of construction and in driveways, which is not otherwise classified and paid for. Common excavation shall include the removing and disposing of boulders, solid mortared stone masonry, and concrete masonry when each is less than 2 m<sup>3</sup> [2 yd<sup>3</sup>] in volume and all soft and disintegrated rock which can be removed with ordinary excavating machinery. It shall include grubbing, which consists of the removing and disposing of all stumps, roots, bushes, grass, turf or other objectionable material and it shall include berm ditches and cut slope downspouts.

Common excavation shall include muck removal, which shall consist of excavating and disposing of saturated or unsaturated mixtures of soils and organic matter not suitable for embankment foundation material regardless of moisture content.

The common excavation items are intended for excavations as ordered by the Resident that is not incidental to other items. In general excavation to construct new work including underground storm drains, catch basins, manholes and all other underground utilities is incidental to the new construction.

Common excavation includes pavement removal within utility trench limits.

203.04 General

The Contractor shall excavate rock if encountered to the lines and grades indicated on the drawings, shall dispose of the excavated material, and shall furnish acceptable material for backfill in place of the excavated rock, if required.

In general, rock in pipe trenches shall be excavated so as to be not less than six inches (6") from all sides of the pipe after it has been laid. If needed, before the pipe is laid, the trench shall be backfilled to the established trench profile with thoroughly compacted, suitable material or, when so specified or indicated on the drawings, with the same material as that required for bedding the pipe, furnished and placed at no additional cost to the Town.

203.042 Rock Excavation and Blasting

This subsection is revised to read as follows:

- 1. Do not use explosives, no blasting will be allowed. Should rock be encountered, which needs to be broken up or removed, the means and methods will be at the Contractor's option subject to the Engineer's and Owner's approval.
- 2. Rock removal work using hoe-ramming boring, or other noise intensive equipment shall be limited between the hours of 9:00 AM and 4:00 PM, Monday through Friday, unless otherwise allowed by the owner. Provide the Engineer with a log for the work containing both the location and time and date.

#### 203.043 Backfilling Rock Excavations

When rock has been excavated and the excavation is to be backfilled, the backfilling above normal depth shall be done as specified under the "Excavation and Embankment, Section 203". If material suitable for backfilling is not available in sufficient quantity from other excavations, the Contractor shall furnish suitable material from outside sources, under pay item 203.24 "Common Borrow".

#### 203.06 Waste Area

This subsection is revised to read as follows:

1. Surplus Earth and Rock Excavation: The disposal of surplus earth and rock unacceptable as trench backfill materials and excavated rock shall be the responsibility of the Contractor.

#### 203.18 Method of Measurement

Excavation for removing and resetting existing culvert and excavation for proposed culverts shall be considered incidental to the associated pipe item and shall not require separate measurement.

Payment will be made under:

<u>Pay Item</u>		<u>Pay Unit</u>
203.20	Common Excavation	Cubic Yard
203.21	Rock Excavation	Cubic Yard
203.25	Granular Borrow	Cubic Yard

SECTION 304AGGREGATE BASE AND SUBBASE COURSE

The provisions of Section 304 of the Standard Specifications shall apply with the following additions and modifications:

304.02 Aggregate

This item is to furnish and install additional aggregate material as ordered by the Resident where the aggregate is not incidental to other items.

Sources of aggregate and preliminary test results shall be submitted ten working days prior to any placement of material on the job. Failure of these preliminary tests will be grounds for rejection of material from that source. Aggregates will be tested on the job and shall meet these specifications as the material is incorporated into the work.

The maximum size stone for Aggregate Subbase Type D shall be 3".

The Contractor option to substitute Type E Aggregate Subbase for Type D below 9" is not allowed on this project.

304.7 Basis of Payment

The cost of the laboratory tests which fail to meet the specifications shall be the responsibility of the Contractor.

The raking out of any large stones from the aggregate base course layer shall be incidental to the contract.

Aggregates below bituminous driveway aprons are incidental to these items and no separate payment will be made.

Payment will be made under:

<u>Pay Item</u>		<u>Pay Unit</u>
304.10	Aggregate Subbase Gravel – Type D	Cubic Yard
304.14	Aggregate Base Gravel – Type A	Cubic Yard

## SECTION 307

### FULL DEPTH PAVEMENT RECYCLING

The provisions of Section 307 Standard Specifications shall apply with the following additions and modifications:

#### 307.01 General

This section shall include pulverizing and recycling existing pavement to a depth of 6-inches, fine-grading, and compacting prior to placement of hot mix asphalt binder pavement.

The project portion of Flying Point Road will be recycled to a depth of 6-inches, fine graded, compacted and calcium chloride applied. After 7 days have passed from the calcium chloride application, the road will be recycled to a depth of 6-inches, fine graded, compacted and made ready for placement of 3.5 inches of 12.5MM base pavement.

#### 307.11 Method of Measurement

The method of measurement for Full Depth Recycled Pavement shall be measured by the square-yard.

#### 307.12 Basis of Payment

The accepted quantity of Full Depth Recycled Pavement will be paid for at the contract unit price per square-yard, complete in place which price will be full compensation for furnishing all equipment, materials and labor for pulverizing, blending, placing, grading, compacting and for all incidentals necessary to complete the work.

Payment will be made under:

#### Pay Item

307.331      Full Depth Pavement Recycling

#### Pay Unit

Square Yard

## SECTION 403

### HOT MIX ASPHALT PAVEMENT

The provisions of Section 403 Standard Specifications shall apply with the following additions and modifications:

#### 403.02 General

This section shall include Hot Mix Asphalt – 12.5 mm and 9.5mm.

#### 403.04 Method of Measurement

The method of measurement for Hot Mix Asphalt – 19mm and 9.5mm shall be measured by the ton.

#### 403.05 Basis of Payment

Required trench milling for storm drain trenches prior to final trench repairs shall be incidental to Section 403 items.

The accepted quantity for Hot Mix Asphalt – 12.5 and 9.5mm shall be measured by the ton. This price shall include saw-cutting and removing existing pavement, fine grading, tack coat, and all labor, materials and equipment necessary to complete the work. Any temporary pavement necessary will be incidental to the work. Hot mix asphalt associated with bituminous driveway aprons shall be incidental to Section 608 pay items and shall not require measurement or payment under Section 403.

Payment will be made under:

<u>Pay Item</u>		<u>Pay Unit</u>
403.208	Hot Mix Asphalt Binder Course – 12.5MM	Ton
403.210	Hot Mix Asphalt – 9.5mm	Ton

SECTION 409BITUMINOUS TACK COAT

The provisions of Section 409 of the Standard Specifications shall apply with the following additions or modifications:

409.07 Application of Bituminous Material

All bituminous tack coating shall be spray applied. Broom application is not acceptable.

SECTION 603STORM DRAINS

The provisions of Section 603 of the Standard Specifications shall apply with the following additions and modifications:

603.011 Description

This work shall consist of the construction of storm drains by means of trenched installation, hereinafter referred to as "pipe" as shown on the plans, details, and specified herein.

603.132 Cleaning

All storm drains shall be thoroughly cleaned with high pressure water jetting equipment.

603.14 Method of Measurement

Pipes will be measured by the linear foot as measured along the centerline of the pipe complete in place.

For measurement purposes the end of the pipe in closed structures will be considered at the inside face of the wall, and in masonry headwalls it will be considered to be at least the face of the headwall.

603.15 Basis of Payment

The accepted quantities of pipe for culverts and storm drains will be paid for at the contract unit price per linear foot, complete in place. The linear foot price shall be full compensation for excavation to achieve the established trench profile. Unless otherwise noted, the linear foot price will include furnishing and installing all pipe, fittings, couplings, required for a complete installation.

All dewatering, sheeting, shoring, or temporary bracing required for trench excavation and to support adjacent utilities or structures is incidental to the pipe items and no separate payment will be made.

Payment will be made under:

<u>Pay Item</u>		<u>Pay Unit</u>
603.01	Clear Existing Culvert	Each
603.159	12 Inch Culvert Option III	Linear Foot
603.169	15 Inch Culvert Option III	Linear Foot
603.731	Remove and Reset Existing Driveway Culvert	Linear Foot

## SECTION 604

### MANHOLES, INLETS, AND CATCH BASINS

The provisions of Section 604 of the Standard Specifications shall apply with the following additions and modifications:

#### **604.01 Description**

This work shall consist of the construction, alteration, repair, or placement of drain manholes, inlets, and catch basins including covers, frames, brick masonry, inverts and the application of waterproofing in conformance with the dimensions elevations and locations shown on the plans and specified herein.

#### **604.02 Materials**

This section shall be revised to read as follows:

Materials shall meet the requirements specified for the various subsections of the specifications and listed below:

#### **604.04 Altering, Adjusting, and Rebuilding Catch Basins and Manholes**

The provisions of paragraph 604.04 of the Standard Specifications apply with the following additions and modifications.

- a. **Modify Existing Catch Basin:** Altering Catch Basins includes, connection of new storm drain pipe.
  - 1. Coring existing structure to accept a new pipe boot
  - 2. Installation of pipe boot and connecting new storm drain pipe

#### **604.05 Method of Measurement**

Under this subsection the following sections shall be amended as follows:

Modify Structures payment will be per structure regardless of the number of modifications made to the structure.

#### **604.06 Basis of Payment**

The following paragraphs shall be added:

The cost of excavation, excavation support, dewatering and backfill of all catch basins or drain manholes, either new, abandoned, modified/adjusted or removed and/or replaced shall be included in the cost of the specific work for each type of structure.

Payment will be made under:

<u>Pay Item</u>		<u>Pay Unit</u>
604.183	Modify Existing Catch Basin – New Core and Bott	Each

## SECTION 608

### SIDEWALKS AND DRIVEWAYS

The provisions of Section 608 of the Standard Specifications shall apply with the following additions and modifications:

#### 608.01 Description

This work shall consist of the construction of brick sidewalks on bituminous base, asphalt sidewalks and driveways on a crushed gravel base. Limits of the work where new sidewalk matches existing shall be cleanly saw cut prior to demolition operations. This work shall also include the construction of sidewalk ramps at locations shown on plans. The sidewalk ramps shall be in accordance with the sidewalk ramp typical details and with the current Americans with Disabilities Act requirements.

#### 608.02 Materials

Materials shall meet the requirements specified in the following sections as well as curb specifications in Section 609.

#### 608.032 Bituminous Driveways Materials

Material for bituminous concrete base courses and surface courses for sidewalks and driveways shall conform to the requirements of Section 403 of the Standard Specifications for Hot Mix Asphalt. Crushed gravel base shall conform to the requirements of Section 304 of these specifications for Aggregate Base Course - Crushed, Type "B".

##### Construction Methods:

- a. Excavation: Excavation shall be made to the required depth and width. The foundation shall be shaped and compacted to a firm even surface conforming to the section shown on the plans and typical details. All soft and yielding material shall be removed and replaced with acceptable material.
- b. Sidewalk Construction: Sidewalks shall be constructed as shown on the Details. Replacement or reconstruction of sidewalk ramps shall be completed as shown on the details. Ramps shall be concrete with detectable warnings.
- c. Driveway Construction: Driveways shall be constructed as shown on the Details.
- d. Placing Bituminous Material: Bituminous material shall be placed on the compacted base course in two courses, one base and one surface, so as to give the required depth when rolled. Compaction shall be accomplished by means of a power roller having a minimum total weight of 2,000 pounds with a minimum of 65 pounds per inch of width of the drive roll or by satisfactory power vibratory compaction equipment. In areas inaccessible to other equipment, hand tamping will be permitted. In any case the bituminous material shall be uniformly compacted.

#### 608.05 Method of Measurement

Hot Mix Asphalt Driveway will be measured by the square yard of finished surface, complete in place.

#### 608.06 Basis of Payment

The accepted quantity of hot mix asphalt driveway will be paid for at the contract unit price per square yard, complete in place. This price shall include the cost of the excavation including removal of existing

sidewalk/driveway surface, placement and compaction of subbase and base gravels and all labor and other materials and equipment necessary to satisfactorily complete the work. There shall be no unit price adjustment for machine-placed versus hand-placed hot mix asphalt.

Payment will be made under:

**Pay Item**

**Pay Unit**

608.12

Hot Mix Asphalt Driveway Apron

Square Yard

SECTION 609CURB609.01 Description

This section shall consist of the installation of bituminous curbing along the roadway as indicated on the design plans.

609.09 Method of Measurement

Bituminous curb and bituminous curb terminal ends will be measured by the linear foot along the front face of the curb at the elevation of the finished pavement, complete in place and accepted.

609.10 Basis of Payment

The accepted quantity of curbing will be paid for at the contract unit price per linear foot installed and accepted.

Payment for terminal curb shall include only that portion of the curbing modified for installation at ends of curb runs shown in the Standard Details.

Payment will be made under:

<u>Pay Item</u>		<u>Pay Unit</u>
609.310	Curb Type 3, Mold 1	Linear Foot

SECTION 610PLAIN RIPRAP610.01 Description

This work shall consist of excavating for and constructing a protective covering of stone.

610.02 Materials

Materials shall meet the requirements specified in the following Subsection of Division 700 - Materials:

Stone Fill	703.25
------------	--------

626.04 Method of Measurement

Plain riprap will be measured by the cubic yard, complete in place.

626.05 Basis of Payment

The accepted quantities of plain riprap will be paid for at the contract unit process per cubic yard complete in place.

Payment will be made under:

<u>Pay Item</u>		<u>Pay Unit</u>
610.08	Plain Riprap	Cubic Yard

SECTION 613EROSION CONTROL BLANKET615.01 Description

This work shall consist of furnishing and installing erosion control blankets within the excavated ditch line as indicated on the plans.

615.05 Method of Measurement

Erosion control blanket will be measured by the square yard based on the width and length of blanket installed.

615.06 Basis of Payment

Erosion control blanket will be paid for at the contact unit price per square yard complete in place and accepted.

Payment will be made under:

<u>Pay Item</u>		<u>Pay Unit</u>
613.319	Erosion Control Blanket	Square Yard

SECTION 615LOAM, SEED AND MULCH615.01 Description

This work shall consist of loaming and seeding areas as shown on the plans or disturbed by the contractor.

Loam and its applications shall conform to the requirements of Section 615 of the Standard Specifications. Loam shall have a finished depth of six (6") inches, unless noted otherwise. All loam shall be screened through a one (1") inch square mesh screen.

Seeding shall be Method Number 1 and shall conform to the requirements of Section 618 of the Standard Specifications. The Contractor shall be required to continually seed area of loam and seed until a satisfactory growth of grass is established.

If so required, all areas to be loamed and seeded shall be mulched with an approved wood cellulose fiber compatible with recommended hydroseeding practices. This mulch shall be applied simultaneously with the seed and shall be of sufficient quantity to protect the seed and hold moisture in to insure a satisfactory growth of grass.

The specifications for the wood cellulose fiber proposed to be used shall be presented to the Engineer for acceptance at least ten (10) days (working days) prior to the application thereof.

The Contractor shall also be responsible for mowing any and all areas loamed and seeded. The mowings will be required if deemed necessary to insure and maintain a satisfactory growth of grass and shall not exceed two mowings.

615.05 Method of Measurement

Installation of loam, seed and mulch shall be complete in place in areas as noted on the plans.

The installation of loam, seed and mulch required to restore areas disturbed by the contractor outside of esplanades and areas designated for re-grading is incidental to the work and no separate measurement or payment will be made.

615.06 Basis of Payment

The installation of loam, seed and mulch shown on the plans and as required to restore areas disturbed by the contractor shall be paid by the contract unit price per square-yard. This price shall include the cost of excavation and all labor, materials, and equipment necessary to satisfactorily complete the work. All costs for watering, furnishing labor and equipment for mowing will not be paid for separately, but shall be considered as incidental to this pay item.

Payment will be made under:

Pay Item

615.071      Loam, Seed and Mulch

Pay Unit

Square Yard

## SECTION 652

### MAINTENANCE OF TRAFFIC

#### 652.1 Description

This work shall consist of furnishing, installing, maintaining and removing traffic control devices necessary to provide reasonable protection for motorists, pedestrians and construction workers in accordance with these Specifications and the special provisions.

Traffic control devices include signs, signals, lighting devices, markings, barricades, channelizing, and hand signaling devices, traffic officers, and flaggers.

#### 652.7 Method of Measurement

Maintenance of traffic control devices will be measured as one lump sum for all authorized and installed traffic control devices.

Signs and panel markers for all signs authorized and installed are incidental to the lump sum maintenance of traffic item. Flashing arrow boards, warning lights, flashing and steady burn lights, barricades, drums, and cones are incidental to the lump sum traffic control item. No separate payment will be made for these devices. No additional payment will be made for devices that require replacement due to poor condition or inadequate retro reflectivity.

#### 652.8 Basis of Payment

Maintenance of traffic control devices will be paid as one lump sum for all authorized and installed traffic control devices.

The accepted quantity of signs and panel markers are incidental to the maintenance of traffic control lump sum. Such payment will be full compensation for furnishing and installing all signs, sign supports, and all incidentals necessary to complete the installation of the signs.

Flaggers, if required or utilized, shall be considered incident to the lump sum 652 item for Work Zone Traffic Control and not separate measurement or payment shall be required.

Failure by the contractor to follow the Contract's Special Provisions and Standard Specification and/or the Manual on Uniform Traffic Control Devices (MUTCD) and/or the Contractors own Traffic Control Plan will result in a violation letter and result in a reduction in payment as shown in the schedule below.

Original Contract Amount		Amount of Penalty Damages per Violation		
From More Than	Up to and Including	1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup> & Subsequent
\$0	\$1,000,000	\$250	\$500	\$1,250
\$1,000,000	\$2,000,000	\$500	\$1000	\$2,500
\$2,000,000	\$4,000,000	\$1000	\$2000	\$5,000
\$4,000,000	And more	\$2000	\$4,000	\$10,000

The Resident or any other representative of the Town reserves the right to suspend the work at any time and request a meeting to discuss violations and remedies. The Town shall not be held responsible for any delay in the work due to any suspension under this item.

#### 652.8.1 Maintenance of Traffic Control Devices

##### 652.8.1.2 Payment by Lump Sum

Maintenance of Traffic Control Devices will be paid at the contract lump sum price. Such payment will be full compensation all days that the Contractor maintains traffic as specified herein, and for moving devices as many times as necessary; for replacing devices damaged, lost, or stolen; and for cleaning, maintaining, and removing all devices used for traffic control, including replacing temporary pavement marking lines.

The preparation and modification of traffic control plans as required in the special provisions is incidental to the Maintenance of Traffic Control Devices lump sum price.

The contract lump sum price for Maintenance of Traffic Control Devices shall be full compensation for all days for such maintenance, encompassing all areas of the contract, regardless of whether or not the work areas or projects are geographically separated.

#### 652.8.2 Other Items

Flagger hours shall be considered incidental to the lump sum Section 652 item.

Payment will be made under:

Pay Item		Pay Unit
652.39	Work Zone Traffic Control	LS

SECTION 656TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL654.01 Description

This work shall consist of furnishing, installing, and maintaining erosion and sediment control measures during construction/ground disturbance.

654.03 Method of Measurement

Temporary soil erosion and water pollution control measures shall be measured as a lump sum item for all necessary measures required/installed for compliance with local, state and federal construction regulations.

654.04 Basis of Payment

Temporary soil erosion and water pollution control measures shall be paid as a lump sum.

Payment will be made under:

Pay Item		Pay Unit
656.75	Temporary Soil Erosion and Water Pollution Control	LS

## SECTION 659

### MOBILIZATION AND GENERAL CONDITIONS

The provisions of Section 659 of the Standard Specifications shall apply with the following additions and modifications:

#### 659.01 Description

Mobilization shall consist of preparatory work and operations including, but not limited to those necessary to the movement of personnel, equipment, supplies and incidentals to the project site; and for all other work and operations which must be performed or costs incurred prior to beginning work on the various items on the project site

Mobilization includes the mobilization and demobilization of all resources as many times as necessary during the Work. Mobilization includes all costs associated with the General Conditions of the Contract including the cost of all bonds and insurance and pre-construction submittals.

#### 659.02 Method of Measurement

Mobilization and General Conditions will be measured as a Lump Sum. The maximum amount that the Town will pay for Mobilization is 5% of the Bid less the amount bid for Mobilization.

#### 659.03 Basis of Payment

Upon approval of all pre-construction submittals required for approval by this Contract, the Contractor will receive payment of 50% of the Lump Sum price for Mobilization, not to exceed 5% of the Bid less the amount bid for Mobilization. After the Town determines that the Work is 50% complete, the Contractor will receive the other 50% of the Lump Sum price for bid Mobilization.

The total sum of payments under this item shall not exceed the original Contract amount bid regardless of the fact that the Contractor may shut down their work on the Project or move equipment away from the Project and then back again.

Payment will be made under:

<u>Pay Item</u>		<u>Pay Unit</u>
659.10	Mobilization and General Conditions	Lump Sum

---

## **Appendix A**

### **MaineDOT Repair Specification**

**SUPPLEMENTAL SPECIFICATIONS**  
**(Corrections, Additions, & Revisions to Standard Specifications – March 2020)**

**SECTION 101**  
**CONTRACT INTERPRETATION**

**101.2 Definitions**

Construction Easement revise this definition by removing it in its entirety and replace with; “**A right acquired by the Department for a specific use of private property outside of the established Right-of-Way. Examples include but are not limited to Drainage Easements, Construction and Maintenance Easements, and Slope Easements. Construction Easement areas, including Temporary Construction Limits and Temporary Road Limits, outside of the Right-of-Way remain private property. No use other than to access and perform the specified work activity is permitted without written permission of the owner.**”

Construction Limit Line Remove this definition in its entirety.

Holidays Amend this paragraph by adding “**Juneteenth**” between ‘Memorial Day’ and ‘Independence Day’.

Plans Revise this paragraph by removing “**Standard Details, Supplemental Standard Details**” from the first sentence.

Project Limits Revise this definition by removing it in its entirety and replacing it with: “**Areas within the Right-of-Way, Construction Easements, or Temporary Construction Limits shown on the Plans or otherwise indicated in the Contract. If no Project Limits are indicated in the Contract, the Project Limits shall be determined by the Department. For a related Maine statute, see 23 MRSA § 653.**”

Right-Of-Way Revise this definition by removing it in its entirety and replacing it with: “**The area of land, property, or interest therein, acquired for or devoted to the Project or other purposes. Portions of the Right-of-Way may be used for storage of materials and equipment and the location of engineering facilities, subject to written approval by the Department.**”

Amend this Section by adding the following two definitions (that replace Construction Limit Line);

**Temporary Construction Limits** **The area within which the Contractor may access and perform the Physical Work and outside of which Work may not be performed without written authorization by the property owner.**

**Temporary Road Limits** **The area within which the Contractor may construct and maintain a temporary detour for maintenance of traffic.**

## SECTION 102 BIDDING

102.11 Bid Responsiveness Revise the paragraph that states  
“The Bid is not signed by a duly authorized representative of the Bidder.” So that it reads:

“**The Bid is not signed by a duly authorized representative of the Bidder.**

- **Properly submitted electronic bids meet this requirement.**
- **Paper bids must include at least one signed copy of the Contract Agreement Offer & Award form.”**

## SECTION 103 AWARD AND CONTRACTING

103.3.1 Qualification Requirement for Award Revise this subsection so that it reads:

“**103.3.1 Qualification Requirement for Award If the Notice to Contractors lists a Prequalification requirement, the Apparent Successful Bidder must successfully complete the Prequalification process as a condition of Award. The Apparent Successful Bidder who does not already hold an Annual Prequalification shall have 21 days to provide the Department with their Prequal documents or the Department may move on to the next low bidder.”**

## SECTION 104 GENERAL RIGHTS AND RESPONSIBILITIES

104.2.1 Furnishing of Right-of-Way Revise this subsection by removing it in its entirety and replace with the new subsection:

“**104.2.1 Furnishing of Property Rights The Department will secure all necessary rights to real property within the Project Limits shown on the Right-of-Way Plans that are provided with the Bid Documents. For related provisions, see Sections 104.3.2 – Furnishing of Other Property Rights, Licenses and Permits and 105.4.5 - Maintenance of Existing Structures. For related definitions, see Construction Easements and Right-of-Way.”**

104.3.2 Furnishing of Other Property Rights, Licenses and Permits Revise this subsection by replacing “104.2.1 Furnishing of Right-of-Way” with “**104.2.1 Furnishing of Property Rights**”.

## SECTION 105 GENERAL SCOPE OF WORK

Amend this Section by adding this new sub-section:

**105.8.8 Protected Species If the Contractor witnesses a bat (dead or alive), any activities that may injure any live bats must cease immediately and the Contractor shall contact the**

**Resident. Dead and/or injured bats will be collected by the Department. Work in the vicinity of the live/dead bat sighting will not resume until the Department confirms it is acceptable to do so.**

**If the Contractor observes an active bird nest within the project limits, any activities that may disturb the nest or injure birds (i.e., nesting adults, chicks, eggs) must cease immediately, and the Contractor shall contact the Resident.**

Amend this Section by adding this new sub-section to cover incidents in the field:

**105.6.5 Survey Control Markers If a survey control marker will be disturbed by Work on a project, the Resident shall be informed a minimum of 2 weeks prior to performing any Work that may disturb the marker. If a survey control marker is accidentally disturbed by Work on a project, the Resident shall be informed immediately. A disturbed marker will remain the property of the Department.**

**105.10.1.4 Race-conscious Project Goals** Revise the second paragraph of this section so it reads as follows:

**“At the time of the bid opening, all Bidders shall submit with their bid a Disadvantaged Business Enterprise (DBE) Commitment Form provided by the Department. This form will list the DBE and non-DBE firms that are proposed to be used during the execution of the Work. This form must be filled out in its entirety. The dollar total of each commitment shall be totaled and a percentage determined.”**

**105.10.2 Requirements Applicable to All Contracts** Under section A, number 2, in the first sentence of the first paragraph, revise this Section by replacing the word “handicap” in two places with the word “disability” so it now reads:

**“(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, State that all qualified applicants will receive consideration for employment without regard to race, color, sexual orientation, religious creed, sex, national origin, ancestry, age, physical disability, or mental disability.”**

**105.10.1.6 Bidders’ List Survey** This section shall be revised to meet the May 9, 2024 CFR changes as follows:

Revise the title of this Section to “**Bidders’ List**” by removing the word “Survey”.

Revise the current information required to:

- (i) Firm name;**
- (ii) Firm address including ZIP code;**
- (iii) Firm's status as a DBE or non-DBE;**
- (iv) Race and gender information for the firm's majority owner;**
- (v) NAICS code applicable to each scope of work the firm sought to perform in its bid;**
- (vi) Age of the firm; and**

**(vii) The annual gross receipts of the firm. You may obtain this information by asking each firm to indicate into what gross receipts bracket they fit (e.g., less than \$1 million; \$1-3 million; \$3-6 million; \$6-10 million; etc.) rather than requesting an exact figure from the firm.**

Revise this section by removing the paragraph beginning with “This information...” and replacing it with the following:

**“This data is required from all bidders for federally assisted contracts to be submitted with their bids as this information is critical in determining the availability of DBE Businesses relative to other businesses that do similar work.”**

## SECTION 106 QUALITY

106.6 Acceptance Revise this Subsection by replacing the paragraph beginning with “Acceptance of Hot Mix Asphalt Pavement will be based” with:

**“Acceptance of Hot Mix Asphalt Pavement will be based on Method A or C Statistical Acceptance, or Method B or D Acceptance as specified. The method of acceptance for each item is defined in Special Provision, Section 403, Hot Mix Asphalt Pavement. When items of Hot Mix Asphalt Pavement are not so designated, Method A will be utilized whenever there are more than 1000 tons per Hot Mix Asphalt Pavement item, and Method B will be utilized when there are less than or equal to 1000 tons per Hot Mix Asphalt Pavement item.”**

Revise Subsection “B” by removing it and replacing it with:

**“B. Items not designated for Statistical Acceptance will utilize Method B or D Acceptance testing to validate the quality of the material incorporated into the Project. For material paid under Item 403.209 – Method D, or designated to be visually accepted, the Contractor shall provide the Department with a Certification Letter that indicates that the material supplied complies with the Specifications. Test results representative of the certified material shall be attached to the letter.**

**The Department will randomly sample and test the certified Material for properties noted in Table 1 of Section 502 - Structural Concrete or Table 14 of Section –401.21 Acceptance Method B & D. Material will be subject to rejection as noted in Structural Concrete Section 502.195 - Quality Assurance Method C Concrete or Hot Mix Asphalt, Section 401.2022 Pay Adjustment – Method B & D.”**

106.7.1 Standard Deviation Method Revise 106.7.1, subsection H by removing the following from the first paragraph:

“Method B:  $PF = [70 + (Quality\ Level * 0.33)] * 0.01$ ”

106.9.1 Warranty by Contractor Revise the third paragraph of this section so that it reads:

**“For a related provision regarding obligations regarding plantings, see section 621.36 – Maintenance Period. “**

## SECTION 107 TIME

**107.3.1 General** Amend this paragraph by adding “**Juneteenth**” between ‘Patriot’s Day’ and ‘the Friday after Thanksgiving’.

## SECTION 108 PAYMENT

**108.2.3 Mobilization Payments** Replace Standard Specification 108.2.3 – Mobilization Payments with the following:

**“108.2.3 Mobilization Payments** “Mobilization” includes the mobilization and demobilization of all resources as many times as necessary during the Work.

**Percent Mobilization Bid will be determined by taking the amount Bid for Mobilization and dividing by the Total Contract Amount less Mobilization. Mob/(Total Contract – Mob).**

**Payment will be made at the following intervals:**

<b>% Mobilization Bid</b>	<b>% Mobilization Paid at Contract Award</b>	<b>% Mobilization Paid after the Department determines 50% of the work is Complete</b>	<b>% Mobilization Paid at Final Acceptance</b>
<b>10% or less</b>	<b>50%</b>	<b>50%</b>	
<b>More than 10% to 15%</b>	<b>33%</b>	<b>33%</b>	<b>34%</b>
<b>More than 15% to 20%</b>	<b>25%</b>	<b>25%</b>	<b>50%</b>
<b>More than 20% to 30%</b>	<b>15%</b>	<b>15%</b>	<b>70%</b>
<b>Greater than 30%</b>	<b>10%</b>	<b>10%</b>	<b>80%</b>

**108.3 Retainage** Revise the third paragraph of this section so that it reads:

**“Upon Final Acceptance, and determination by the department that there are no claims either by or on the Contractor or Subcontractors; no over payments by the department; no LDs due; and no disincentives due, the Department will reduce Retent to 1% of the original Contract Award amount, or \$100,000, whichever is less, as it deems desirable and prudent.”**

108.4.1 Price Adjustment for Hot Mix Asphalt Revise this section by removing it in its entirety and replacing it with the following:

**“108.4.1 Price Adjustment for Hot Mix Asphalt:** For each Contract, a price adjustment for performance graded binder will be made for the following pay items, when the total quantity of Hot Mix Asphalt included in these items is in excess of 500 tons, based on the estimated quantities of these items at the time of bid.

<b>Item 403.102</b>	<b>Hot Mix Asphalt – Special Areas</b>
<b>Item 403.207</b>	<b>Hot Mix Asphalt - 19 mm</b>
<b>Item 403.2071</b>	<b>Hot Mix Asphalt - 19 mm (Polymer Modified)</b>
<b>Item 403.2072</b>	<b>Hot Mix Asphalt - 19 mm (Asphalt Rich Base)</b>
<b>Item 403.208</b>	<b>Hot Mix Asphalt - 12.5 mm</b>
<b>Item 403.2081</b>	<b>Hot Mix Asphalt - 12.5 mm (Polymer Modified)</b>
<b>Item 403.2084</b>	<b>Hot Mix Asphalt - 12.5 mm (Highly Modified HiMAP)</b>
<b>Item 403.209</b>	<b>Hot Mix Asphalt - 9.5 mm (sidewalks, drives, &amp; incidentals)</b>
<b>Item 403.210</b>	<b>Hot Mix Asphalt - 9.5 mm</b>
<b>Item 403.2101</b>	<b>Hot Mix Asphalt - 9.5 mm (Polymer Modified)</b>
<b>Item 403.2104</b>	<b>Hot Mix Asphalt - 9.5 mm (Thin Lift Surface Treatment)</b>
<b>Item 403.21041</b>	<b>Hot Mix Asphalt - 9.5 mm (Polymer Modified Thin Lift Surface Treatment)</b>
<b>Item 403.211</b>	<b>Hot Mix Asphalt – Shim</b>
<b>Item 403.2111</b>	<b>Hot Mix Asphalt – Shim (Polymer Modified)</b>
<b>Item 403.212</b>	<b>Hot Mix Asphalt - 4.75 mm (Shim)</b>
<b>Item 403.213</b>	<b>Hot Mix Asphalt - 12.5 mm (base and intermediate course)</b>
<b>Item 403.2131</b>	<b>Hot Mix Asphalt - 12.5 mm (base and intermediate course Polymer Modified)</b>
<b>Item 403.2132</b>	<b>Hot Mix Asphalt - 12.5 mm (Asphalt Rich Base and intermediate course)</b>
<b>Item 403.301</b>	<b>Hot Mix Asphalt (Asphalt Rubber Gap-Graded)</b>
<b>Item 461.13</b>	<b>Light Capital Pavement</b>
<b>Item 461.210</b>	<b>9.5 mm HMA - Paver Placed Surface</b>
<b>Item 461.2101</b>	<b>Hot Mix Asphalt - 9.5 mm (Polymer Modified)</b>
<b>Item 461.216</b>	<b>Hot Mix Asphalt (Shim)</b>
<b>Item 462.30</b>	<b>Ultra-Thin Bonded Wearing Course</b>
<b>Item 462.301</b>	<b>Polymer Modified Ultra-Thin Bonded Wearing Course</b>

Price adjustments will be based on the variance in costs for the performance graded binder component of hot mix asphalt. They will be determined as follows:

**The quantity of hot mix asphalt for each pay item will be multiplied by the performance graded binder percentages given in the table below times the difference in price between the base price and the period price of asphalt cement. Adjustments will be made upward or downward, as prices increase or decrease.**

Item 403.102–6.2%  
Item 403.207–5.2%  
Item 403.2071–5.2%  
Item 403.2072–5.8%  
Item 403.208–5.6%  
Item 403.2081–5.6%  
Item 403.2084 – 6.2%  
Item 403.209–6.2%  
Item 403.210–6.2%  
Item 403.2101–6.2%  
Item 403.2104–6.2%  
Item 403.21041–6.2%  
Item 403.211–6.2%  
Item 403.2111–6.2%  
Item 403.212–6.8%  
Item 403.213–5.6%  
Item 403.2131–5.6%  
Item 403.2132–6.2%  
Item 403.301–6.2%  
Item 461.13–6.7%  
Item 461.210 – 6.4%  
Item 461.2101 – 6.4%  
Item 461.216 – 6.7%  
Item 462.30–0.0021 tons/SY  
Item 462.301–0.0021 tons/SY”

## SECTION 110 INDEMNIFICATION, BONDING, AND INSURANCE

110.3.2 Commercial General Liability Revise the last sentence in this Section that starts with “The coverage shall also...” and add a sentence to the end so that it reads:

**“The coverage shall also include protection against damage claims due to explosives, collapse, and underground coverage. No endorsement excluding damage caused by subsidence, earth movement, and/or earth pressure shall be permitted.”**

110.3.9 Administrative & General Provisions Amend this subsection by adding “**Automobile Liability**” under letter A) Additional Insured to the list of exceptions.

10. Assurance Required by 49 CFR: 26.13(a)(b) Revise this section by removing it in its entirety and replacing it with the following:

**“a. MaineDOT shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE Program or the requirements of 49 CFR part 26. MaineDOT shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. MaineDOT’s DBE Program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. The implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the MaineDOT of its failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the MaineDOT of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR Part 26, and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Remedies Act of 1986 (31 U.S.C. 3801 et seq.). This language will appear in financial assistance agreements with sub-recipients.**

**b. The contractor, sub-recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, including, but not limited to:**

- 1. Withholding monthly progress payments;**
- 2. Assessing sanctions;**
- 3. Liquidated damages; and/or**
- 4. Disqualifying the contractor from future bidding as non-responsible.”**

## SECTION 206 STRUCTURAL EXCAVATION

206.01 Description – Structural Earth Excavation, Below Grade delete the entire sentence and replace with “**shall consist of the removal of excavation required for unknown or unanticipated subsurface condition. See 206.04 – Method of Measurement for pay limits.**”

206.04 Method of Measurement – Drainage and Minor Structures Paragraph 1, sentence 2, delete the remainder of the sentence beginning with “....provided the maximum allowable...”And replace with: “....in accordance with the following limits:”

- Vertical pay limits:**

- Below a plane parallel with and 12 inches below the bottom of the drainage or minor structure or
- Below the excavation limits shown in the Bid Documents; whichever is greater.

- Horizontal pay limits – The maximum allowable horizontal dimensions shall not exceed those bounded by vertical surfaces 18 inches outside the base, or extreme limits of, the structure, and to the vertical neat lines of underdrain trenches, as shown in the Contract Documents.

## SECTION 401 HOT MIX ASPHALT PAVEMENT

401.19 Contractor Quality Control Amend this Section by adding the following to the end:  
**“Failure to comply with the approved QCP will result in work suspension and pay reductions as outlined in Section 106.4.6. The Quality Control Plan Value shall be the total bid value for all items covered by the QCP as identified in Special Provision 403.”**

## SECTION 501 FOUNDATION PILES

501.044 Special Requirements for Steel Pipe Piles and Steel Casings Amend this section by deleting it in its entirety and replacing with:

**Pipe piles shall be driven closed ended, unless otherwise specified. When open-ended pipe piles are specified or when the ends are not completely closed ended when driven, the inside of the pile shall be thoroughly cleaned out, and the inside walls cleaned by jetting or other means approved by the Resident. The sediment control required for the cleaning operations shall be covered in the Contractor’s SEWPCP.**

**Pipe piles shall be inspected and approved by the Resident immediately before concrete is placed in them. They shall be free from rupture and undue deformation and shall be free from water unless the Resident determines that the concrete can be placed without damage to the pile and such that the discharged water will be contained. The Contractor shall provide lights and other equipment necessary to enable the Resident to inspect each pipe pile.**

**Portland cement concrete for filling the pipe piles shall be placed in one continuous operation to fill the pile completely without causing water contamination. An internal type vibrator shall be used in the top 25 feet. Pile heads shall be protected and cured in accordance with Section 502, Structural Concrete.**

**The placing of concrete and the driving of piles shall be scheduled so that fresh and setting concrete will not be injured by the pile driving.**

**Concrete shall not be placed in pipe piles until pile driving has progressed beyond a radius of 15 feet from the pile to be concreted. If pile heave is detected for pipe piles that have been filled with concrete, the piles shall be redriven to the original position after the concrete has attained sufficient strength and a proper hammer-pile cushion system, is in place and is satisfactory to the Resident.**

**When a reinforcing steel cage is specified, it shall be placed inside the piles to allow for a minimum of 2 inches of concrete cover and the piles shall be filled with concrete to the elevation shown on the Plans.**

**Full-length pipe piles and steel casings shall be used wherever practicable; however, splicing may be permitted when approved by the Resident. The method of splicing shall be as follows:**

- a. Steel pipe piles and steel casings shall be spliced by full penetration butt joint welds.**
- b. When the pipe piles and steel casings are to be spliced while in a vertical position, splicing shall be accomplished utilizing single-bevel groove welds with the use of back-up rings. When the pipe piles and steel casings are to be spliced while in a horizontal position, splicing shall be accomplished utilizing single-vee groove welds with the use of back-up rings.**
- c. Welded joints shall conform to the Standard Details.**

**501.047 Splicing Piles** Amend this section by deleting it in its entirety and replacing it with:

**Full-length piles shall always be used wherever practicable. When full-length piles cannot be used, the number of splices, locations, and details shall be noted in the QCP. Piles fabricated from multiple pieces will be acceptable only if they comply with the following:**

<b>H-Beam Piles <sup>a</sup></b>		<b>Pipe Piles and Steel Casings <sup>a,b</sup></b>	
<b>Lengths</b>	<b>Maximum No. Field Splices</b>	<b>Lengths</b>	<b>Maximum No. Field Splices</b>
<b>Less than 20 ft.</b>	<b>0</b>	<b>Less than 20 ft.</b>	<b>0</b>
<b>Over 20 – 35 ft.</b>	<b>1</b>	<b>Over 20 – 40 ft.</b>	<b>1</b>
<b>Over 35 – 79 ft.</b>	<b>2</b>	<b>Over 40 – 60 ft.</b>	<b>2</b>
<b>Over 79 ft.</b>	<b>1 per 40 ft.</b>	<b>Over 60 – 80 ft.</b>	<b>3</b>
		<b>Over 80 ft.</b>	<b>1 per 20 ft.</b>

<sup>a</sup> Pile lengths less than 10 feet will not be spliced, except as the final (top) section of the pile.  
<sup>b</sup> Where pipe piles are used for pile bent piers, no splices will be allowed in the length of pile from the cutoff elevation to 2 feet below the channel bottom.

**When pre-planned splicing is approved, the pile piece of lesser length shall be placed at the tip of the pile (the first part of the pile that enters the ground).**

**When splicing is allowed, the work shall be done in accordance with the following:**

- A. Welding shall be done in accordance with the requirements of the AWS D1.1 welding code.
- B. Qualify welders in accordance with the most recent edition of the AWS D1.5 code.
- C. Submit a written Weld Procedure Specification (WPS) for each joint to be included as part of the QCP. The WPSs shall be provided to the Fabrication Engineer for review and approval prior to beginning welding. Provide copies of the approved WPSs to the welder, QC Inspector and Resident prior to beginning welding. Welding performed without an approved WPS and approved QCP will be considered Unacceptable Work.
- D. Provide a list of qualified welders with copies of their AWS certifications to the Fabrication Engineer for review prior to beginning welding. Welders shall have in their possession, at the time of welding, a valid certification for the process and position to be used in production from the AWS. The welder shall show the Resident their credentials upon request.
- E. The Contractor shall only use electrodes that are on the Department's Qualified Products List for Welding Electrodes or shall submit alternative electrodes for review and approval by the Fabrication Engineer. Electrodes used shall match those approved for use in the WPS.
- F. Welding shall not be done: When the temperature in the immediate vicinity of the weld is below 0°F; when the surfaces are damp or exposed to rain, snow, or high wind; or when the welders or welding operators are exposed to inclement conditions.
- G. The pile shall be preheated to and maintained at 150°F minimum, within 6 inches from the joint during welding.
- H. Power sources for welders shall have meters indicating amperage/voltage that have been calibrated within 1 year at the time of welding.
- I. The Contractor shall provide the Department with notice, a minimum of, 7 Days prior to the start of any welding.
- J. The Contractor shall provide a QC Inspector to perform QC for the welds in accordance with the AWS D1.1 welding code. The QC Inspector shall be an AWS Certified Welding Inspector (CWI) in conformance with the requirements of AWS QC1, Standard for AWS Certifications of Welding Inspectors. The Contractor may submit, in lieu of a CWI, an alternative QC Inspector with documented training and experience in metals fabrication, inspection, and testing for approval by the Fabrication Engineer. The QC Inspector shall be someone other than the welder performing the welds to be inspected.
- K. The QC Inspector shall inspect all production stages of the welded splice to ensure that workmanship and materials meet the requirements of the AWS D1.1 welding code and the Contract. The QC Inspector shall submit a signed record of all weld inspection documentation to the Resident after welding is completed.

Record of weld inspection shall include, but not be limited to, the following:

1. Name of QC Inspector
2. Project WIN and Location
3. Date
4. Weather conditions
5. Type, size, length, and location of welds.

6. Confirmation of appropriate equipment and materials used, including proper handling of welding electrodes.
7. Confirmation that welder has approved WPS onsite, and welding is performed in accordance with approved WPS.
8. Confirmation that welder is qualified to perform work per approved WPS. Include name and certifications of qualified welder who performed the work.
9. Confirm that 100% visual testing, in accordance with AWS D1.1 Table 8.1, has been conducted and any subsequent repairs are made prior to non-destructive testing (NDT).
10. Document NDT testing including name of NDT technician, NDT personnel qualifications, type and extent of NDT testing performed, and include NDT testing reports provided by the NDT testing technician.

L. Piles shall not be driven until all pile welding has been inspected and accepted by the Department.

#### **501.0471 Specific Requirements for Splicing H-Beam Piles**

A. Damaged material shall be removed from the end of the driven pile. Lifting holes shall be repaired or trimmed off. The ends of both pieces to be spliced shall be cut off square with the longitudinal axis of the pile and beveled per the approved WPS. All cutting shall be done with the use of a mechanical guide, except that minor trimming may be allowed, as approved by the Resident.

B. The Contractor shall use an approved mechanical splicer or a full penetration butt weld for the entire cross section of the pile. Mechanical splicers shall be installed per the manufacturer's recommendations, except that the flanges shall be welded using a complete joint penetration weld, per the AWS D1.1 welding code.

C. In addition to the 100% visual testing (VT) performed by the QC Inspector, the Contractor shall perform NDT on the first two welded splices of the same type/size. The welds shall be radiographically (RT) or ultrasonically (UT) tested for their full length for acceptance per Table 8.2 of AWS D1.1. If both RT/UT-tested splices are determined to be acceptable, no further NDT will be required. If either of the first two RT/UT-tested splices contain defects warranting rejection, RT/UT testing of splices shall continue until two consecutive splices are found to be acceptable.

D. Should the Department determine that the Quality Control of the Contractor is not producing welds with acceptable quality, then the Department may request the Contractor to perform additional NDT, such as RT or UT of any or all welds. Should the NDT testing identify defects warranting rejection, the welds shall be repaired and retested. The Contractor shall perform the NDT and weld repair work at no additional cost to the Department. If the NDT does not identify defects warranting rejection, then the Department will pay for the cost of the NDT testing. RT and UT defect indications will be evaluated according to the statically loaded criteria of AWS D1.1.

#### **501.0472 Specific Requirements for Splicing Steel Pipe Piles and Steel Casings**

A. Damaged material shall be removed from the end of the driven pile. Lifting holes shall be trimmed off. The ends of both pieces to be spliced shall be cut off square with the

longitudinal axis of the pile and beveled per the approved WPS. All cutting shall be done with the use of a mechanical guide, except that minor trimming may be allowed, as approved by the Resident.

B. Splices shall be welded using an AWS D1.1 Complete Joint Penetration butt weld with a backer ring.

C. In addition to the 100% VT performed by the QC Inspector, the Contractor shall perform NDT on the first two welded splices of the same type/size. The welds shall be RT or UT tested for their full length for acceptance per Table 8.2 of AWS D1.1. If both RT/UT-tested splices are determined to be acceptable, no further NDT will be required. If either of the first two RT/UT-tested splices contain defects warranting rejection, RT/UT testing of splices shall continue until two consecutive splices are found to be acceptable.

D. Should the Department determine that the Quality Control of the Contractor is not producing welds with acceptable quality, then the Department may request the Contractor to perform additional NDT, such as RT or UT of any or all welds. Should the NDT testing identify defects warranting rejection, the welds shall be repaired and retested. The Contractor shall perform the NDT and weld repair work at no additional cost to the Department. If the NDT does not identify defects warranting rejection, then the Department will pay for the cost of the NDT testing. RT and UT defect indications will be evaluated according to the statically loaded criteria of AWS D1.1.

501.048 Prefabricated Pile Tips Amend this section by deleting it in its entirety and replacing it with:

Welding of pile tips shall be done in accordance with the following:

A. Welding shall be done in accordance with the requirements of the AWS D1.1 welding code.

B. Qualify welders in accordance with the most recent edition of the AWS D1.5 code.

C. Submit a written WPS for each tip to be included as part of the QCP. The WPSs shall be provided to the Fabrication Engineer for review and approval prior to beginning welding. Provide copies of the approved the WPS to the welder and Resident prior to beginning welding. Welding performed without an approved WPS and approved QCP will be considered Unacceptable Work.

D. Provide a list of qualified welders with copies of their AWS certifications to the Fabrication Engineer for review prior to beginning welding. Welders shall have in their possession, at the time of welding, a valid certification for the process and position to be used in production from the AWS or other organization acceptable to the Resident. The welder shall show the Resident their credentials upon request.

E. The Contractor shall only use electrodes that are on the Department's Qualified Products List for Welding Electrodes or shall submit alternative electrodes for review and approval by the Fabrication Engineer. Electrodes used shall match those approved for use in the WPS.

F. Pile tips shall be approved by the Resident.

G. Welding shall not be done: When the temperature in the immediate vicinity of the weld is below 0°F; when the surfaces are damp or exposed to rain, snow, or high wind; or when the welders or welding operators are exposed to inclement conditions.

H. The pile shall be preheated to and maintained at 150°F minimum within 6 inches from the joint during welding.

I. Power sources for welders shall have meters indicating amperage/voltage that have been calibrated within 1 year at the time of welding.

J. Pile tips may be welded to the piles by the pile supplier upon approval by the Department. Approval is contingent upon submission of the following: A welding QC Plan; proof that the proposed welder(s) is certified per AWS D1.5; and an AWS D1.1 WPS, with base metal preheated to a minimum of 150°F. The Contractor shall provide notice a minimum of 14 Days prior to the start of any welding by the pile supplier. At a minimum, welds shall be 100% visually inspected by the pile supplier's QC representative.

K. The Contractor shall provide a QC Inspector to perform QC for the welds in accordance with the AWS D1.1 welding code. The QC Inspector shall be an CWI in conformance with the requirements of AWS QC1, Standard for AWS Certifications of Welding Inspectors. The Contractor may submit, in lieu of a CWI, an alternative QC Inspector with documented training and experience in metals fabrication, inspection, and testing for approval by the Fabrication Engineer. The QC Inspector shall be someone other than the welder performing the welds to be inspected.

L. The QC Inspector shall inspect all production stages of the welded splice to ensure that workmanship and materials meet the requirements of the AWS D1.1 welding code and the Contract. The QC Inspector shall submit a signed record of all weld inspection documentation to the Resident after welding is completed.

**M.**

**Record of weld inspection shall include, but not be limited to, the following:**

- 1. Name of QC Inspector**
- 2. Project WIN and Location**
- 3. Date**
- 4. Weather conditions**
- 5. Type, size, length, and location of welds.**
- 6. Confirmation of appropriate equipment and materials used, including proper handling of welding electrodes.**
- 7. Confirmation that welder has approved WPS onsite, and welding is performed in accordance with approved WPS.**
- 8. Confirmation that welder is qualified to perform work per approved WPS. Include name and certifications of qualified welder who performed the work.**
- 9. Confirm that 100% VT, in accordance with AWS D1.1 Table 8.1, has been conducted and any subsequent repairs are made prior to NDT.**
- 10. Document NDT testing including name of NDT technician, NDT personnel qualifications, type and extent of NDT testing performed, and include NDT testing reports provided by the NDT testing technician.**

N. The Contractor shall provide notice a minimum of 7 Days prior to the start of any field welding.

O. Piles shall not be driven until all pile welding has been inspected and accepted by the Department.

**501.0481 Specific Requirements for Installing H-Beam Pile Tips**

- A. Damaged material shall be removed from the end of the driven pile, as applicable. Lifting holes shall be trimmed off. The end of the pile to which the tip is to be attached shall be cut off square with the longitudinal axis of the pile and prepared per the approved WPS. All cutting shall be done with the use of a mechanical guide, except that minor trimming may be allowed, as approved by the Resident.
- B. Regarding weld size, prefabricated pile tips shall be attached to H-beam piles with 5/16-inch groove welds along each flange, or as recommended by the manufacturer of the pile tips, whichever weld size is larger.
- C. The QC Inspector shall, at a minimum, perform 100% VT on each pile tip weld.
- D. Should the Department determine that the Quality Control of the Contractor is not producing welds with acceptable quality, then the Department may request the Contractor to perform additional NDT, such as RT or UT of any or all welds. Should the NDT testing identify defects warranting rejection, the welds shall be repaired and retested. The Contractor shall perform the NDT and weld repair work at no additional cost to the Department. If the NDT does not identify defects warranting rejection, then the Department will pay for the cost of the NDT testing. RT and UT defect indications will be evaluated according to the statically loaded criteria of AWS D1.1.

**501.0482 Specific Requirements for Installing Steel Pipe Pile Tips**

- A. Damaged material shall be removed from the end of the driven pile, as applicable. Lifting holes shall be trimmed off. The end of the pile to which the tip is to be attached shall be cut off square with the longitudinal axis of the pile and prepared per the approved WPS. All cutting shall be done with the use of a mechanical guide, except that minor trimming may be allowed, as approved by the Resident.
- B. Unless otherwise shown on the Plans, steel pipe piles shall have pointed cast steel pile tips.
- C. Regarding weld size, prefabricated pile tips shall be attached to steel pipe piles with a continuous 5/16-inch groove weld along the full perimeter of the pile, or as recommended by the manufacturer of the pile tips, whichever weld size is larger.
- D. The QC Inspector shall, at a minimum, perform 100% VT on each pile tip weld.
- E. Should the Department determine that the Quality Control of the Contractor is not producing welds with acceptable quality, then the Department may request the Contractor to perform additional NDT, such as RT or UT of any or all welds. Should the NDT testing identify defects warranting rejection, the welds shall be repaired and retested. The Contractor shall perform the NDT and weld repair work at no additional cost to the Department. If the NDT does not identify defects warranting rejection, then the Department will pay for the cost of the NDT testing. RT and UT defect indications will be evaluated according to the statically loaded criteria of AWS D1.1.

501.05 Method of Measurement

c. Piles in Place Revise the third paragraph by replacing the “10” with “20” so that it reads:

Unused pile cutoffs **20** feet or more in length, except those required to accommodate the Contractor’s construction method, as discussed herein, will remain the property of the Department and will be stored at a bridge maintenance yard nearest the project. Hauling and unloading of piles will be done by the Contractor or by the Department, depending upon availability of services.

SECTION 502  
STRUCTURAL CONCRETE

502.03 Materials Amend this section by adding the following to the list of materials:

Combined Aggregate Grading for Concrete 703.03

502.07 Mixing and Delivery Remove the last sentence in Paragraph A that starts with “With prior approval... and replace with the following:

**“An approved hydration stabilizing admixture may be used to increase the discharge time. Justification for the need for a hydration stabilizing admixture shall be provided in the QC Plan. When a hydration stabilizing admixture is used, the manufacturer, dosage rate and discharge time, from the time cement is added to the aggregate, shall be documented in the approved QC Plan. The proposed discharge time(s) shall be based on the manufacturer’s written recommendations, the anticipated concrete temperatures and anticipated ambient conditions at the time of placement(s). Discharge time(s) shall be adjusted when conditions change or are not as anticipated as outlined in the approved QC Plan. The discharge time(s) approved by the Department shall be subject to change at any time, and discharge of concrete into the permanent work shall cease immediately if the concrete is determined to have attained Accelerated Hydration Gain. Accelerated Hydration Gain being the condition where the fresh concrete has hydrated to the point where the workability and finishability is detrimental to the quality of the final product. Determination of when concrete has attained Accelerated Hydration Gain shall be made by the Contractor’s Quality Control Technician(s) and shall be based on parameters proposed by the Contractor in the QC Plan, such as, but not limited to, loss of slump, plasticity, or workability, an increase in concrete temperature, or a change in the percentage of entrained air.”**

502.09 Forms and Falsework Amend this subsection by adding the subsection title “**502.10 Placing Concrete**” after section “D” Removal of Forms and False work” and after the paragraph beginning with “2. Forms and False work, including blocking...”. So that a new subsection starts and reads:

**“502.10 Placing Concrete**

A. General Concrete shall not be placed until forms ....”

502.1701 Quality Control, Method A and B Revise this Section so that the first paragraph and the first sentence of the second paragraph read:

**“502.17 Quality Control** **The Contractor shall control the quality of the concrete through testing, inspection, and practices which shall be described in the QCP, sufficient to assure a product meeting the Contract requirements. The QCP shall meet the requirements of Section 106, Quality, and this specification. No work under this item shall proceed until the QCP is submitted to and approved by the Department. Failure to comply with the approved QCP will result in work suspension and pay reductions as outlined in Section 106.4.6. The Quality Control Plan Value shall be the total bid value for all cast-in-place items covered by the QCP, using the P value listed in Special Provision 502. If no P value is listed, a value of \$350, or bid value per cubic yard, whichever is less, shall be used.**

**502.1701 Quality Control, Method A and B** The QCP shall address all elements that affect the quality of the structural concrete including, but not limited to, the following: “

Under the list with the heading, “The QCP shall address all elements that affect the quality of the structural concrete including, but not limited to, the following:”:

Replace “F” to read: **“Mix and Transportation, including Time from Batching to Completion of Delivery, as well as manufacturer, product name, proposed dosage(s) and discharge time(s) if a hydration stabilizing admixture is used.”**

Replace “H” to read: **“Process QC Testing, including monitoring for attainment of Accelerated Hydration Gain when a hydration stabilizing admixture is used.”**

Revise this section by replacing the paragraph before Table 4 that starts out “The Contractor shall maintain...” to read:

**“The Contractor shall maintain records of all QC tests and calculations. All QC test data shall be signed by the person who performed the test. The representative gradation test results shall be reported to the Department before the placement they represent. This initial representative gradation test shall be sampled a maximum of 30 days prior to the production day. The Contractor or supplier shall retain split samples of the most recent QC gradations for possible testing by the Department. In addition, the Department will sample the aggregates at the plant monthly to determine compliance with 703.03 Combined Aggregate Grading for Concrete. The Combined Aggregate Grading will be calculated by mathematically blending the individual aggregate gradations using the batch percentages from the approved mix design. If the Department’s gradation tests determine that the aggregate does not meet the specified gradation limits, the current procedure mentioned in MaineDOT PCC Policies and Procedures Manual shall be followed. The compressive strength test results shall be reported to the Department by 10:00 A.M. of the first working day following the test. The Contractor shall record all onsite QC test data and calculations at the time of the placement and present this information, on a form acceptable to the Department, to the Department by 10:00 A.M. of the first working day following the concrete placement. Batch tickets shall be representative of that day’s total moisture in aggregate value, QC test data for total moisture in aggregate shall be provided to the**

**Department by 10:00 A.M. of the first working day following the concrete placement. All Method A and B QC testing shall meet the minimum requirements found in Table 4.”**

Section 502.1701, Quality Control, Revise Table 4 of this Subsection by removing it in its entirety and replacing it with:

**TABLE 4  
METHOD A & B MINIMUM QUALITY CONTROL TESTING REQUIREMENTS\***

TEST	TEST METHOD	SAMPLING LOCATION	FREQUENCY
<b>Gradation</b>	<b>AASHTO T 27 &amp; T 11</b>	<b>Stockpile</b>	<b>One representative set per proposed grading before production One set every 100 yd<sup>3</sup> (Min. 1 set per month)</b>
<b>Organic Impurities</b>	<b>AASHTO T 21</b>	<b>Stockpile</b>	<b>Once per fine aggregate per year**</b>
<b>% Absorption</b>	<b>AASHTO T 84 &amp; T 85</b>	<b>Stockpile</b>	<b>Once per aggregate per year</b>
<b>Specific Gravity</b>	<b>AASHTO T 84 &amp; T 85</b>	<b>Stockpile</b>	<b>Once per aggregate per year</b>
<b>Total Moisture in Aggregate</b>	<b>AASHTO T 255</b>	<b>Stockpile</b>	<b>One set per day's production</b>
<b>Free Water and Aggregate Wt.</b>	<b>N/A</b>		<b>One per day's production</b>
<b>% Entrained Air</b>	<b>AASHTO T 152</b>	<b>On Project</b>	<b>On first two loads and every third load thereafter provided consistent results are achieved</b>
<b>Compressive Strength</b>	<b>AASHTO T 22</b>	<b>On Project</b>	<b>One set per subplot</b>
<b>Compressive Strength</b>	<b>AASHTO T 22</b>	<b>On Project</b>	<b>One set per subplot</b>

\*Additional QC testing will be required any time a process change occurs during a placement, including changes in type or dosage of admixture. Additional testing shall include, but is not limited to, entrained air testing.

\*\*If the color produced is a laboratory designation Plate III, then the fine aggregate shall be tested once per month

**502.1702 Quality Control, Method C** Remove this sub section and replace it with:

**“The Contractor shall submit a QCP listing the mix design(s) to be used, the name and location of the production facility, a brief description of the placement and curing process and the name and qualifications of any QCT to be used. When a hydration stabilizing admixture is proposed for use, the manufacturer, product name, dosage rate and discharge time, from the time cement is added to the aggregate, shall be included, as well as procedures for monitoring attainment of Accelerated Hydration Gain. A QCT will be required. The Contractor shall provide a Certificate of Compliance for each truckload of concrete to the Department at the time of the load placement.”**

**502.18, Method of Measurement**, Revise Subsection ‘F’ by removing the word ‘transverse’ so that it reads: **“Saw cut grooving of concrete wearing surfaces, complete and accepted, will be measured for payment as one lump sum.”**

**502.19, Basis of Payment**, Revise the third paragraph by removing the word ‘transverse’ so that it reads: **“Saw cut grooving of concrete wearing surfaces will be paid for at the Contract Lump Sum Price, which shall be payment for furnishing all materials, labor, and equipment, including depth gauges and all incidentals, to satisfactorily complete the work.”**

(Also see 535.24 and 535.25 for related changes)

## SECTION 503 REINFORCING STEEL

**Section 503.07 Splicing** Revise this section by removing the table and following footnote and replacing them with:

Minimum Lap Splice Length (inches)									
Bar Type	Bar Size								
	#3	#4	#5	#6	#7	#8	#9	#10	#11
Plain or Galvanized	16	20	24	29	38	47	59	72	85
Epoxy or Dual Coated	17	24	36	43	56	71	88	107	128
Stainless	19	24	30	36	47	59	73	89	107
Low-carbon Chromium	24	32	39	47	63	78	97	119	142

**“The minimum lap splice lengths in the table above are based on the parameters below. When any of these parameters are altered, appropriate minimum lap splice lengths will be as shown on the Plans.**

- **Normal weight concrete**
- **Minimum 28-day concrete compressive strength from 4,000 psi to 10,000 psi**

- **Class B tension lap splice**
- **Minimum center-to-center spacing between bars of 6 inches**
- **Minimum clear cover of 2 inches**
- **Nominal reinforcing steel yield strengths**
  - **Low-carbon Chromium = 100 ksi**
  - **Stainless = 75 ksi**
  - **All others = 60 ksi**
- **Reinforcement with yield strengths greater than 75 ksi shall have beam transverse reinforcement and column ties provided over the required lap splice length in accordance with the current edition of the AASHTO LRFD Bridge Design Specifications**

**When lap splices are placed horizontally in an element where the concrete depth below the splice will be 12 inches, or more, the indicated lap splice lengths shall be multiplied by a factor of 1.3.”**

Amend the Paragraph starting with Welded Splices may be made...” by adding to the last sentence beginning so that it reads **“The Contractor shall submit complete details of their proposed method of making welded splices for the Resident's approval at least 10 days prior to use.”**

**504.12 Protective Coatings** Revise this subsection by removing the paragraph beginning with “When galvanizing is specified” and replacing it with:

**“When galvanizing is specified, clean the steel in accordance with SSPC-SP 6 prior to galvanizing. Galvanize in accordance with AASHTO M 111 (ASTM A123). Galvanize fasteners in accordance with AASHTO M 232 (ASTM A153), ASTM F2329, or ASTM B695, Class 50, Type I. Galvanized nuts shall be lubricated with a water-soluble lubricant containing a dye that contrasts with the color of the galvanizing.”**

## **SECTION 506** **SHOP APPLIED PROTECTIVE COATING – STEEL**

**506.10 Description** Revise this subsection by removing the entire paragraph in its entirety and replacing it with:

**“This work shall consist of surface preparation and application of coating systems in accordance with the Plans and this Specification. The color of structural steel painted in its entirety shall comply with SAE AMS-STD-595 – Colors Used in Government Procurement Color No. 14272 (Green), unless otherwise specified in the Contract. The color of partially painted weathering steel shall comply with SAE AMS-STD-595 – Colors Used in Government Procurement Color No. 30045 (Brown), unless otherwise specified in the Contract. All other coating colors shall be as specified in the Contract.”**

**506.13 Surface Preparation** Amend this section by adding this paragraph to the end:

**“Steel shall meet the requirements of SSPC SP8 Pickling prior to being immersed in the zinc tanks. Verification of the surface preparation shall be included in the QC documentation.”**

## SECTION 518 STRUCTURAL CONCRETE REPAIR

**518.02 Repair Materials** Replace the paragraph beginning with “Where the depth of placement...” with the following:

**“Where the depth of placement is equal to or greater than 1 inch, the Contractor may use concrete as the repair material. When concrete is used, the coarse aggregate shall conform to the requirements of the table below and Standard Specification Section 703.02, Coarse Aggregate for Concrete, or 703.03, Combined Aggregate Grading for Concrete.”**

Remove the second table with the heading, “Sieve Designation Percent by Weight Passing a Square Mesh Sieve”

## SECTION 523 BEARINGS

**523.051 Protective Coating** Revise this subsection by removing the paragraph beginning with “Anchor rods shall be galvanized...” and replacing with:

**“Anchor rods shall be galvanized. When anchor rods are designated to secure bare unpainted steel or painted steel, a dielectric coating (epoxy or bituminous type coatings are acceptable) shall be applied to the anchor rod and/or adjacent steel to prevent contact between galvanized surfaces and painted or unpainted steel.”**

**523.22 Fabrication** Amend this subsection by adding the following: **“Elastomeric Bearings shall be fabricated in accordance with AASHTO M251.”**

## SECTION 526 CONCRETE BARRIER

Amend this section by deleting it in its entirety and replacing it with:

**“526.01 Description This work shall consist of the furnishing, constructing, erecting, setting, resetting, and removal of concrete barrier and associated elements in accordance with these specifications, the Standard Details, and the lines and grades shown on the Plans or established by the Resident.**

**The types of concrete barrier are designated as follows:**

**Portable Concrete Barrier Type I** Double faced removable barrier in accordance with the Standard Details.

**Permanent Concrete Barrier Type II** Double faced barrier as shown on the Plans.

**Permanent Concrete Barrier Type IIIa** Single faced barrier 32 inches high in accordance with the Standard Details or as shown on the Plans.

**Permanent Concrete Barrier Type IIIb** Single faced barrier 42 inches high in accordance with the Standard Details or as shown on the Plans.

**Permanent Concrete Transition Barrier** Barrier of various heights joining steel bridge rail to steel guardrail in accordance with the Standard Details or as shown on the Plans.

**Permanent Texas Classic Rail Barrier** Traffic rail or sidewalk rail, in accordance with the Standard Details or as shown on the Plans.

## **526.02 Materials**

a. **Concrete** Concrete for barriers, both permanent and portable, shall have a design strength of 5,000 psi.

For cast-in-place barrier: The concrete shall be Class LP, in accordance with Standard Specification Section 502, Structural Concrete.

For precast barrier: The concrete shall meet the requirements of Standard Specification 712.061, Structural Precast Concrete Units, except that the stripping strength for precast barriers is 4,000 psi.

b. **Reinforcing Steel** Reinforcing steel shall meet the requirements of Section 503, Reinforcing Steel.

c. **Structural Steel** Plates and barrier connections shall meet the requirements specified in Standard Specification 504 - Structural Steel and shall be hot dip galvanized after fabrication in accordance with Standard Specification 506, Shop Applied Protective Coating – Steel

d. **Bolts** Bolts shall meet the requirements specified in Section 713.02, High Strength Bolts.

e. **Connecting Pins for Portable Concrete Barrier** Portable concrete barriers must be connected using a 1- inch diameter pin. The connecting pin must be smooth, not deformed, i.e., reinforcing bar may not be used, and shall meet the strength requirements of ASTM A449 steel. Materials with greater strength may be used with the approval of the Department.

**f. Anchor Pins for Portable Concrete Barrier** Anchoring to concrete or asphalt will be required when specified on the Plans. When required, portable concrete barriers must be anchored using a 1 ½ - inch diameter anchor pin. The anchor pin must be smooth, not deformed, i.e., reinforcing bar may not be used, and shall meet the strength requirements of ASTM A36 steel. Materials with greater strength may be used with the approval of the Department.

**g. Device Crashworthiness** MaineDOT is transitioning to MASH2016 criteria for Portable Concrete Barrier on the following schedule:

New Portable Concrete Barrier shall be crash tested and/or evaluated to MASH2016 criteria.

Current Portable Concrete Barrier in useful serviceable condition that is successfully tested to NCHRP Report 350 or MASH2009 criteria may be utilized through December 31, 2029.

Other current Portable Concrete Barrier that is deemed acceptable by the Department may be utilized on projects off the National Highway System through December 31, 2024.

### **526.03 Construction Requirements**

Cast-in-place barriers shall be fabricated in accordance with Standard Specification Section 502, Structural Concrete. Precast barriers shall be fabricated in accordance with Standard Specification 534, Precast Structural Concrete.

Concrete finish for permanent barrier shall be rubbed as defined in Standard Specification Section 502, Structural Concrete, 502.13 D2 or an approved equal.

Portable concrete barrier shall be generally free from fins and porous areas and shall present a neat and uniform appearance.

Permanent barrier shall have a protective coating applied in accordance with Standard Specification Section 515, Protective Coating for Concrete Surfaces.

Reflective delineators for concrete median barrier shall meet the requirements of Special Provision 645, Highway Signing.

Preformed Joint Filler shall meet the requirements specified in Subsection 705.01, Preformed Expansion Joint Filler.

Permissible dimensional tolerances for all concrete barriers shall be as follows:

a. Cross-sectional dimensions shall not vary from design dimensions by more than  $\frac{1}{8}$  inch. The vertical centerline shall not be out of plumb by more than  $\frac{1}{4}$  inch.

- b. Longitudinal dimensions shall not vary from the design dimensions by more than  $\frac{1}{4}$  inch per 10 feet of barrier section and shall not exceed  $\frac{3}{4}$  inches per section.
- c. Location of anchoring holes shall not vary by more than  $\frac{1}{2}$  inch from the dimensions shown in the concrete barrier details on the Plans.
- d. Surface straightness shall not vary more than  $\frac{1}{4}$  inch under a 10-foot straightedge.

e. The barrier shall have no significant cracking. Significant cracking is defined as fractures or cracks passing through the section, or any continuous crack extending for a length of 12 inches or more, regardless of position in the section.

**526.04 Method of Measurement** Permanent Concrete Barrier Type II, IIIa, IIIb, Texas Classic Rail, and Precast Median Barrier will be measured for payment by lump sum, complete in place.

Portable concrete barrier, both anchored and unanchored will be measured for payment by lump sum. Lump sum measurement will include verification of the installation and removal of all portable concrete at the completion of the Contractor's operations.

The Contractor shall replace sections of portable concrete barrier, including anchored barrier damaged by the traveling public when directed by the Resident. Replacement sections will be measured for payment in accordance with Standard Specification 109.7, Equitable Adjustments to Compensation and Time.

Transition barrier will be measured by each, complete in place.

**526.05 Basis of Payment** The accepted quantities of Concrete Barrier Type II, IIIa, IIIb, Texas Classic Rail, and Precast Median Barrier will be paid for at the Contract lump sum price for the type specified, complete in place.

The accepted quantities of Portable Concrete Barrier Type I, both anchored and unanchored will be paid for at the Contract lump sum price. Such payment shall be full compensation for furnishing all materials, assembling, moving, resetting, transporting, temporarily storing, removing barrier, furnishing new parts as necessary, and all incidentals necessary to complete the work.

Portable barrier shall become the property of the Contractor upon completion of the use of the barrier on the project and shall be removed from the project site by the Contractor.

Transition barrier will be paid for at the Contract price each, complete in place.

The accepted quantity of all types of concrete barrier, whether portable or permanent, will be paid for at the lump sum or per each price, as applicable, which payment shall be full compensation for all materials, including reinforcing steel, protective coating, reflective

**delineators, steel plates and hardware, equipment, labor and incidentals required, as necessary, to complete the work.**

**Payment will be made under:**

	<b><u>Pay Item</u></b>	<b><u>Pay Unit</u></b>
<b>526.301</b>	<b>Portable Concrete Barrier, Type I</b>	<b>Lump Sum</b>
<b>526.304</b>	<b>Portable Concrete Barrier, Anchored Type I</b>	<b>Lump Sum</b>
<b>526.312</b>	<b>Permanent Concrete Barrier Type II</b>	<b>Lump Sum</b>
<b>526.321</b>	<b>Permanent Concrete Barrier Type IIIa</b>	<b>Lump Sum</b>
<b>526.323</b>	<b>Texas Classic Rail</b>	<b>Lump Sum</b>
<b>526.331</b>	<b>Permanent Concrete Barrier Type IIIb</b>	<b>Lump Sum</b>
<b>526.34</b>	<b>Permanent Concrete Transition Barrier</b>	<b>Each</b>
<b>526.502</b>	<b>Precast Concrete Median Barrier</b>	<b>Lump Sum”</b>

## **SECTION 527** **ENERGY ABSORBING UNIT**

527.02 Materials Amend this section by deleting it in its entirety and replacing it with:

**“MaineDOT is transitioning to MASH2016 criteria for Work Zone Traffic Control Devices on the following schedule:**

**Portable Crash Cushions will be crash tested and/or evaluated to MASH2016 criteria by January 1, 2030. Current Category 3 devices in useful serviceable condition that are successfully tested to NCHRP Report 350 or MASH2009 criteria may be utilized through December 31, 2029.**

**Work Zone Crash Cushions shall be selected from the Department’s Qualified Products List of Crash Cushions/Impact Attenuators or approved equal.”**

## **SECTION 535** **PRECAST, PRESTRESSED CONCRETE SUPERSTRUCTURE**

535.02 Materials Replace the description of “Coarse Aggregate for Concrete (Class A, AA, or Latex) in its entirety with: **“Coarse Aggregate for Concrete (Class A, AA, or SP-1-7)”**

535.22 Tolerances Amend this section by deleting it in its entirety and replacing it with: **“Product dimensional tolerances shall be in conformance with the latest edition of PCI MNL-135, Tolerance Manual for Precast and Prestressed Concrete Construction, as applicable to the particular product (e.g., slab, I-girder, box beam), the Plans, and this Specification. Use Box**

**Beam fabrication tolerances for voided or solid slab beams and use Double Tee tolerances for NEXT beams. In case of dispute, the Fabrication Engineer shall determine the allowable tolerance.”**

**535.24 Installation of Slabs, Beams, and Girders** Revise the 5<sup>th</sup> paragraph by replacing “6.0 and 9.0” to “5.0 and 8.0” so it reads: **“Ready mixed grout shall achieve a design compressive strength of 6,000 psi at 28 days, have an entrained air content of between 5.0 and 8.0 percent, be non-shrink, flowable, and contain a non-shrink additive listed on the Department QPL for expansive cements.”**

**535.25, Installation of Precast/Prestressed Deck Panels** Revise the 2<sup>nd</sup> paragraph by replacing “6.0 and 9.0” to “5.0 and 8.0” so it reads: **“Ready mixed grout shall achieve a design compressive strength of 6,000 psi at 28 days, have an entrained air content of between 5.0 and 8.0 percent, be non-shrink, flowable, and contain a non-shrink additive listed on the Department QPL for expansive cements.”**

## **SECTION 606** **GUARDRAIL**

Amend this section by replacing it with the following:

**606.01 Description** This work shall consist of furnishing and installing guardrail components in accordance with these specifications and in reasonably close conformity with the lines and grades shown on the plans or as established. Guardrail is designated as:

### **31" W-Beam Guardrail - Mid-Way Splice**

Galvanized steel w-beam, 8" wood or composite offset blocks, galvanized steel posts

### **Thrie Beam**

Galvanized steel thrie beam, 8" wood or composite offset blocks, galvanized steel posts

Median guardrail shall consist of two beams of the above types, mounted on single posts.

Bridge mounted guardrail shall consist of furnishing all labor, materials, and equipment necessary to install guardrail as shown on the plans. This work shall also include drilling for and installation of offset blocks if specified, and incidental hardware necessary for satisfactory completion of the work.

Remove and Reset and Remove, Modify, and Reset guardrail shall consist of removing the existing designated guardrail and resetting in a new location as shown on the plans or directed by the Resident. Remove, Modify, and Reset guardrail and Modify guardrail include the following guardrail modifications: Removing plate washers at all posts, except at anchorage assemblies as noted on the Standard Details, adding offset blocks, and other modifications as listed in the Construction Notes or General Notes. Modifications shall conform to the guardrail Standard Details.

Bridge Connection shall consist of the installation and attachment of beam guardrail to the existing bridge. This work shall consist of constructing a concrete end post or modifying an existing end post as required, furnishing, and installing a terminal connector, necessary hardware, and incidentals required to complete the work as shown on the plans. Bridge Transition shall consist of a bridge connection and furnishing and installing guardrail components as shown in the Standard Details.

606.02 Materials Materials shall meet the requirements specified in the following Sections of Division 700 - Materials:

Timber Preservative	708.05
Metal Beam Rail	710.04
Guardrail Posts	710.07
Guardrail Hardware	710.08

Guardrail components shall meet the applicable standards of "A Guide to Standardized Highway Barrier Hardware" prepared and approved by the AASHTO-AGC-ARTBA Joint Cooperative Committee, Task Force 13 Report.

Posts for underdrain delineators shall be "U" channel steel, 8 ft long, 2 ½ lb/ft minimum and have 3/8-inch round holes, 1-inch center to center for a minimum distance of 2 ft from the top of the post.

Reflectorized Flexible Guardrail Markers shall be mounted on all guardrails. A marker shall be mounted onto guardrail posts at the flared guardrail terminal end point and tangent point, both at the leading and trailing ends of each run of guardrail. The marker's flexible posts shall be gray with either silver-white or yellow reflectors (to match the edge line striping) at the tangents, red at leading ends, and green at trailing ends. Whenever the guardrail terminal is not flared, markers will only be required at the terminal end point. These shall be red or green as appropriate. Markers shall be installed on the protected side of guardrail posts unless otherwise approved by the Resident. Reflectorized flexible guardrail markers shall be from the Department's Qualified Products List of Delineators. The marker shall be gray, flexible, durable, and of a non-discoloring material to which 3-inch by 9-inch reflectors shall be applied, and capable of recovering from repeated impacts and meeting MASH 16 requirements. Reflective material shall meet the requirements of Section 719.01 for ASTM D 4956 Type III reflective sheeting. The marker shall be secured to the guardrail post with two fasteners, as shown in the Standard Details.

Reflectorized beam guardrail reflectors shall be mounted on all "w" beam guardrail and shall be either the "butterfly" type or linear delineation system panels. "Butterfly" or linear delineation panels shall be installed at approximately 62.5 foot intervals on tangents (after every tenth post) and 31.25 feet on curves (after every fifth post), and shall be centered on the guardrail beam. On Divided highways, the left-hand delineators shall be yellow and the right-hand delineators shall be silver/ white. On two-way directional highways, the right-hand side will have silver / white reflectors and no reflectorized delineator used on the left. Delineators shall have reflective sheeting that meets or exceeds the requirements of Section 719.01.

“Butterfly” reflectors shall be fabricated from high-impact, ultraviolet & weather resistant thermoplastic. Aluminum, galvanized metal or other materials shall not be used. Reflective sheeting will be applied to only one side of the delineator facing the direction of traffic and shall be centered vertically on the guardrail beam as shown in the Standard Detail 606(7).

Linear delineation system panels shall be 1.5 inches wide by approximately 11 inches nominal length, with a minimum of 5 raised lateral ridges spaced at approximately 2.25 inches. The height of each ridge shall be 0.34 inches with a 45 degree profile and a 0.28 inches radius at the top. Sheeting shall be laminated to thin gauge aluminum with a pre-applied adhesive tape on the back. Panels shall not be installed over seams or bolt heads and shall be centered horizontally on the guardrail beam; linear delineation panels shall be attached to only one guardrail beam. The guardrail beam surface shall be cleaned and prepared according to the manufacturer’s instructions. Air temperature and guardrail surface temperature must be a minimum of 50 degrees F (10 C) with rising temperature at the time of installation.

Exact locations of the either the “butterfly” type or the linear delineation panels shall be approved by the Resident prior to installation.

Single wood post shall be of cedar, white oak, or tamarack, well-seasoned, straight, and sound and have been cut from live trees. The outer and inner bark shall be removed, and all knots trimmed flush with the surface of the post. Posts shall be uniform taper and free of kinks and bends.

Single steel post shall conform to the requirements of Section 710.07 b.

Single steel pipe post shall be galvanized, seamless steel pipe conforming to the requirements of ASTM A120, Schedule No. 40, Standard Weight.

Acceptable multiple mailbox assemblies shall be listed on the Department’s Qualified Products List and shall be MASH 16 tested and approved.

Flared and Tangent w-beam guardrail terminals and guardrail offset blocks shall be from the Department’s Qualified Products List. Flared terminals shall be installed with a 4 ft offset as shown in the Manufacturer’s installation instructions.

Anchorage assemblies used to anchor trailing ends, radius guardrail, or other ends not exposed to traffic shall meet the applicable standards of "A Guide to Standardized Highway Barrier Hardware" prepared and approved by the AASHTO-AGC-ARTBA Joint Cooperative Committee, Task Force 13 Report, Drawing SEW02a.

Existing materials damaged or lost during adjusting, removing and resetting, or removing, modifying, and resetting, shall be replaced by the Contractor without additional compensation. Existing guardrail posts and guardrail beams found to be unfit for reuse shall be replaced when directed by the Resident.

**606.03 Posts** Posts for guardrail shall be set plumb in holes or they may be driven if suitable driving equipment is used to prevent battering and distorting the post. When posts are driven

through pavement, the damaged area around the post shall be repaired with approved bituminous patching. Damage to lighting and signal conduit and conductors shall be repaired by the Contractor.

When set in holes, posts shall be on a stable foundation and the space around the posts, backfilled in layers with suitable material, thoroughly tamped.

The reflectorized flexible guardrail markers shall be set plumb with the reflective surface facing the oncoming traffic. Markers shall be installed on the protected side of guardrail posts. Markers, which become bent or otherwise damaged, shall be removed and replaced with new markers.

Single wood posts shall be set plumb in holes and backfilled in layers with suitable material, thoroughly tamped. The Resident will designate the elevation and shape of the top. The posts, that are not pressure treated, shall be painted two coats of good quality oil base exterior house paint.

Single steel posts shall be set plumb in holes as specified for single wood posts or they may be driven if suitable driving equipment is used to prevent battering and distorting the post.

Additional bolt holes required in existing posts shall be drilled or punched, but the size of the holes shall not exceed the dimensions given in the Standard Details. Metal around the holes shall be thoroughly cleaned and painted with two coats of approved aluminum rust resistant paint. Holes shall not be burned.

**606.04 Rails** Brackets and fittings shall be placed and fastened as shown on the plans. Rail beams shall be erected and aligned to provide a smooth, continuous barrier. Beams shall be lapped with the exposed end away from approaching traffic.

End assemblies shall be installed as shown on the plans and shall be securely attached to the rail section and end post.

All bolts shall be of sufficient length to extend beyond the nuts but not more than  $\frac{1}{2}$  inch. Nuts shall be drawn tight.

Additional bolt holes required in existing beams shall be drilled or punched, but the size of the holes shall not exceed the dimensions given in the Standard Details. Metal around the holes shall be thoroughly cleaned and painted with two coats of approved aluminum rust resistant paint. Holes shall not be burned.

**606.045 Offset Blocks** The same offset block material is to be provided for the entire project unless otherwise specified.

**606.05 Shoulder Widening** At designated locations the existing shoulder of the roadway shall be widened as shown on the plans. All grading, paving, seeding, and other necessary work shall be in accordance with the Specifications for the type work being done.

**606.06 Mail Box Post** Single wood post shall be installed at the designated location for the support of the mailbox. The multiple mailbox assemblies shall be installed at the designated location in

accordance with the Standard Details and as recommended by the Manufacturer. Attachment of the mailbox to the post will be the responsibility of the home or business owner.

606.07 Abraded Surfaces All galvanized surfaces of new guardrail and posts, which have been abraded so that the base metal is exposed, and the threaded portions of all fittings and fasteners and cut ends of bolts shall be cleaned and painted with two coats of approved rust resistant paint.

606.08 Method of Measurement Guardrail will be measured by the linear foot from center to center of end posts along the gradient of the rail except where end connections are made to masonry or steel structures, in which case measurement will be as shown on the plans. When connected to radius rail, measurement will be to the end of the last tangent beam.

Guardrail terminal, reflectorized flexible guardrail marker, terminal end, anchorage assembly, bridge transition, bridge connection, multiple mailbox post, and single post will be measured by each unit of the kind specified and installed.

Widened shoulder will be measured as a unit of grading within the limits shown on the plans.

Excavation in solid rock for placement of posts will be paid under force account unless otherwise indicated in the Bid Documents.

Reflectorized beam guardrail reflectors (“butterfly” type or linear delineation system panels) when identified by pay item, will be measured for payment by each.

606.09 Basis of Payment The accepted quantities of guardrail will be paid for at the contract unit price per linear foot for the type specified, complete in place. Reflectorized beam guardrail (“butterfly”-type) delineators will not be paid for directly but will be considered incidental to guardrail items. Reflectorized flexible guardrail marker, terminal end, anchorage assembly, bridge transition, bridge connection, multiple mailbox post, and single post will be paid for at the contract unit price each for the kind specified complete in place.

Guardrail terminals will be paid for at the contract price each, complete in place which price shall be full payment for furnishing and installing all components including the terminal section, posts, offset blocks, "w" beam, cable foundation posts, plates and for all incidentals necessary to complete the installation within the limits as shown on the Standard Details or the Manufacturer's installation instructions. Pay limits for a flared terminal will be 37.5 feet. Pay limits for a tangent terminal will be 50 feet. Each guardrail terminal will be clearly marked with the Manufacturer's name and model number to facilitate any future needed repair. Such payment shall also be full compensation for furnishing all material, excavating, backfilling holes, assembling, and all incidentals necessary to complete the work, except that for excavation for posts or anchorages in solid ledge rock, payment will be made under 109.7.5 – Force Account. Type III Retroreflective Adhesive Sheeting shall be applied to the approach buffer end sections and sized to substantially cover the end section. On all roadways, the ends shall be marked with alternating black and retroreflective yellow stripes. The stripes shall be 3 in wide and sloped down at an angle of 45 degrees toward the side on which traffic is to pass the end section. Guardrail terminals shall also include a set of installation drawings supplied to the Resident.

Anchorage to bridge end posts will be part of the bridge work. Connections thereto will be considered included in the unit bid price for guardrail.

Guardrail to be placed on a radius of curvature of 150 ft or less will be paid for under the designated radius pay item for the type guardrail being placed.

Widened shoulder will be paid for at the contract unit price each complete in place and will be full compensation for furnishing and placing, grading and compaction of aggregate subbase and any required fill material.

Adjust guardrail will be paid for at the contract unit price per linear foot and will be full compensation for adjusting to grade. Payment shall also include adjusting guardrail terminals where required.

Modify guardrail will be paid for at the contract unit price per linear foot and will be full compensation for furnishing and installing offset blocks, additional posts, and other specified modifications; removing, modifying, installing, and adjusting to grade existing posts and beams; removing plate washers and backup plates, and all incidentals necessary to complete the work. Payment shall also include removing and resetting guardrail terminals where required.

Remove and Reset guardrail will be paid for at the contract unit price per linear foot and will be full compensation for removing, transporting, storing, reassembling all parts, necessary cutting, furnishing new parts when necessary, reinstalling at the new location, and all other incidentals necessary to complete the work. Payment shall also include removing and resetting guardrail terminals when required.

Remove, Modify, and Reset guardrail will be paid for at the contract unit price per foot and will be full compensation for the requirements listed in Modify guardrail and Remove and Reset guardrail.

Bridge Connections will be paid for at the contract unit price each. Payment shall include, attaching the connection to the endpost including furnishing and placing concrete and reinforcing steel necessary to construct new endposts if required, furnishing and installing the terminal connector, and all miscellaneous hardware, labor, equipment, and incidentals necessary to complete the work.

Bridge Transitions will be paid for at the contract unit price each. Payment shall include furnishing and installing the three beam or "w"-beam terminal connector, doubled beam section, and transition section, where called for, posts, hardware, precast concrete transition and vertical curb, and any other necessary materials and labor, including the bridge connection as stated in the previous paragraph.

No payment will be made for guardrail removed, but not reset and all costs for such removal shall be considered incidental to the various contract pay items.

Reflectorized beam guardrail reflectors ( "butterfly" type and the linear delineation panels ) will not be paid for directly but will be considered incidental to all new guardrail items. The Contractor shall

furnish and install either the “butterfly” type or linear delineation panels, at its discretion, for new guardrail items.

Reflectorized beam guardrail reflectors ( either “butterfly” type or linear delineation system panels) will be paid for under the applicable pay items for installation in conjunction with Adjust, Modify, Remove and Reset, Remove Modify and Reset guardrail items. The accepted quantity of “butterfly” type or linear delineation system panels will be paid for at the contract unit price each for all work and materials furnished to install, complete in place, including all incidentals necessary to complete the work.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
606.1301	31" W-Beam Guardrail - Mid-Way Splice – Single Faced
606.1302	31" W-Beam Guardrail - Mid-Way Splice – Double Faced
606.1303	31" W-Beam Guardrail - Mid-Way Splice, 15' Radius and Less
606.1304	31" W-Beam Guardrail - Mid-Way Splice, Over 15' Radius
606.1305	31" W-Beam Guardrail - Mid-Way Splice Flared Terminal
606.1306	31" W-Beam Guardrail - Mid-Way Splice Tangent Terminal
606.1307	Bridge Transition (Asymmetrical) – Type IA
606.1721	Bridge Transition - Type I
606.1722	Bridge Transition - Type II
606.1731	Bridge Connection - Type I
606.1732	Bridge Connection - Type II
606.178	Guardrail Beam
606.25	Terminal Connector
606.257	Terminal Connector - Thrie Beam
606.259	Anchorage Assembly
606.265	Terminal End-Single Rail - Galvanized Steel
606.266	Terminal End-Single Rail - Corrosion Resistant Steel
606.275	Terminal End-Double Rail - Galvanized Steel
606.276	Terminal End-Double Rail - Corrosion Resistant Steel
606.352	Reflectorized Beam Guardrail Delineators (“Butterfly” type)
606.3521	Linear Delineation System Panel
606.353	Reflectorized Flexible Guardrail Marker
606.354	Remove and Reset Reflectorized Flexible Guardrail Marker
606.356	Underdrain Delineator Post
606.358	Guardrail, Modify
606.362	Guardrail, Adjust
606.365	Guardrail, Remove, Modify, and Reset
606.366	Guardrail, Remove and Reset
606.367	Replace Unusable Existing Guardrail Posts
606.3671	Replace Unusable Offset Blocks
606.47	Single Wood Post
606.48	Single Galvanized Steel Post

606.50	Single Steel Pipe Post	Each
606.51	Multiple Mailbox Support	Each
606.568	Guardrail, Modify - Double Rail	Linear Foot
606.63	Thrie Beam Rail Beam	Linear Foot
606.64	Guardrail Thrie Beam - Double Rail	Linear Foot
606.65	Guardrail Thrie Beam - Single Rail	Linear Foot
606.66	Terminal End Thrie Beam	Each
606.70	Transition Section - Thrie Beam	Each
606.71	Guardrail Thrie Beam - 15 ft radius and less	Linear Foot
606.72	Guardrail Thrie Beam - over 15 ft radius	Linear Foot
606.73	Guardrail Thrie Beam - Single Rail Bridge Mounted	Linear Foot
606.74	Guardrail - Single Rail Bridge Mounted	Linear Foot
606.753	Widen Shoulder for Low Volume Guardrail End	Each
606.754	Widen Shoulder for Flared Guardrail Terminal	Each
606.78	Low Volume Guardrail End	Each
606.80	Buried-in-Slope Guardrail End	Each

## SECTION 608 SIDEWALKS

Section 608.022 Detectable Warning Materials Standard Revise this section by removing the last sentence of this section beginning with “Concrete...” and replacing it with “**Concrete shall meet the requirements of Section 608.021, Sidewalk Materials, of this specification or may be a prepackaged concrete mix from the Department’s Qualified Products List (QPL).**”

## SECTION 609 CURB

Remove this section in its entirety and replace with the following:

609.01 Description Construct or reset curb, gutter, or combination curb and gutter, paved ditch, and paved flume. The types of curb are designated as follows:

- Type 1 - Stone curbing of quarried granite stone
- Type 2 – Concrete Curbing
- Type 3 - Bituminous curbing
- Type 5 - Stone edging of quarried granite stone

609.02 Materials Except as provided below, the materials used shall meet the requirements of the following Sections of Division 700 - Materials:

Portland Cement and Portland Pozzolan Cement	701.01
Water	701.02
Air Entraining Chemical Admixture	701.03
Fine Aggregate for Concrete	703.01

Coarse Aggregate for Concrete	703.02
Joint Mortar	705.02
Reinforcing Steel	709.01
Stone Curbing and Edging	712.04
Epoxy Resin	712.35
Hot Mix Asphalt Curbing	712.36
Structural Precast Concrete Units (Concrete Curb)	712.061

The Contractor shall submit a concrete mix design for the Portland Cement Concrete to the Resident, for the uses specified below or in accordance with the Contract Documents.

Circular curb, terminal sections and transition sections shall be in reasonably close conformity with the shape and dimensions shown on the Plans and to the applicable material requirements herein for the type of curb specified.

Dowels shall be reinforcing steel deformed bars.

Concrete for Slipform Concrete Curb shall meet the requirements below:

- a. Class A, with the exception that permeability requirements shall be waived.
- b. Entrained air content of Slipform Concrete Curb shall be 4.0% to 7.0%
- c. Concrete temperature, prior to discharge, shall not exceed 90 F.
- d. Proposed mix designs may contain polypropylene fibers.
- e. Partially discharged loads may be retempered with water provided the maximum water to cement ratio is not exceeded.

609.03 Vertical Stone Curb, Terminal Section and Transition Sections and Portland Cement Concrete Curb, Terminal Sections and Transition Sections

a. Installation The curb stone shall be set on a compacted foundation so that the front top arris line conforms to the lines and grades required. The foundation shall be prepared in advance of setting the stone by grading the proper elevation and shaping to conform as closely as possible to the shape of the bottom of the stone. The required spacing between stones shall be assured by the use of an approved spacing device to provide an open joint between stones of at least  $\frac{1}{4}$  inch and no greater than  $\frac{3}{8}$  inch.

b. Backfilling All remaining spaces under the curb shall be filled with approved material and thoroughly hand tamped so the stones will have a firm uniform bearing on the foundation for the entire length and width. Any remaining excavated areas surrounding the curb shall be filled to the required grade with approved materials. This material shall be placed in layers not exceeding 8 inches in depth, loose measure and thoroughly tamped.

When backfill material infiltrates through the joints between the stones, small amounts of joint mortar or other approved material shall be placed in the back portion of the joint to prevent such infiltrating.

c. Protection The curb shall be protected and kept in good condition. All exposed surfaces smeared or discolored shall be cleaned and restored to a satisfactory condition or the curb stone removed and replaced.

d. Curb Inlets Curb placed adjacent to curb inlets shall be installed with steel dowels cemented into each stone with epoxy grout as shown in the Standard Details.

The epoxy grout shall be used in accordance with the manufacturer's instructions. The grout shall be forced into the hole, after which the dowel shall be coated with grout for one-half its length and inserted into the grout filled hole. The hole shall be completely filled with grout around the dowel. All tools and containers must be clean before using.

The Contractor may elect to substitute concrete to backfill Stone Curbing or Stone Edging at their option. If the concrete backfill option is elected, the Concrete Fill shall meet the requirements of 609.02. The Contractor shall submit a concrete design for the Portland Cement Concrete, with a minimum designated compressive strength of 3000 PSI meeting the requirements of Class S or Class Fill Concrete. The Contractor may elect to choose a Prepackaged Concrete Mix from the Departments Qualified Products list (QPL). Concrete backfill shall be completed in conformance with a Department supplied concrete backfill detail.

#### 609.04 Bituminous Curb

a. Preparation of Base Before placing the curb, the foundation course shall be thoroughly cleaned of all foreign and objectionable material. String or chalk lines shall be positioned on the prepared base to provide guidelines. The foundation shall be uniformly painted with tack coat at a rate of 0.04 to 0.14 gal/yd<sup>2</sup>.

b. Placing The curb shall be placed by an approved power operated extruding type machine using the shape mold called for. A tight bond shall be obtained between the base and the curb. The Resident may permit the placing of curbing by other than mechanical curb placing machines when short sections or sections with short radii are required. The resulting curbing shall conform in all respects to the curbing produced by the machine.

c. When required, the curb shall be painted and coated with glass beads in accordance with Section 627 - Pavement Marking. Curb designated to be painted shall not be sealed with bituminous sealing compound.

d. Acceptance Curb may be accepted or rejected based on appearance concerning texture, alignment, or both. All damaged curb shall be removed and replaced at the Contractor's expense.

e. Polyester fibers shall be uniformly incorporated into the dry mix at a rate of 0.25 percent of the total batch weight. Certification shall be provided from the supplier with each shipment meeting the following requirements:

Average Length	0.25 inches $\pm$ 0.005
Average Diameter	0.0008 inches $\pm$ 0.0001
Specific Gravity	1.32-1.40
Melting Temperature	480 °F Minimum

#### 609.05 Slipform Concrete Curb

**a. Preparation of Base** Before placing the curb, the foundation course shall be thoroughly cleaned of all foreign and objectionable material. The Contractor shall not place Slipform Concrete Curb on a wet or frozen foundation. The foundation (HMA or concrete) may be in a Saturated Surface Dry condition, but no standing water shall be allowed. String or chalk lines shall be positioned on the prepared foundation to provide guidelines. Prior to placing the curb, the foundation shall be uniformly coated with an epoxy resin adhesive that meets the requirements of AASHTO M 235, Type I, II, III, IV or V and has been tested by AASHTO Product Evaluation & Audit Solutions. The Contractor shall submit the epoxy resin adhesive that they propose to utilize with the concrete mix design. The epoxy resin adhesive must be approved prior to placement and used in accordance with manufacturer's recommendations.

**b. Placing Concrete** shall be placed with an approved Slipform machine that will produce a finished product according to the design specified in the Plans. For cold weather slip forming, the outside temperature must be at least 36°F and rising. The curb shall be placed on a firm, uniform foundation, shall conform to the section profile specified in the Plans, and shall match the appropriate grade. Expansion joints shall be placed in the curb where it meets rigid structures such as but not limited to building foundations, catch basin headers or fire hydrants. Contraction joints will be placed at 10-foot intervals using sawing methods, which shall cut 1 to 3 inches into the concrete. Contraction joints shall be cut between 1 and 7 days after placement of the concrete. Joints shall be constructed perpendicular to the subgrade and match other joints in roadways, sidewalks, or other structures when applicable.

**c. Curing and Sealing** Proper curing shall be provided using either a combination curing/sealing compound spray that meets ASTM 1315 Type 1-Class A, or a curing compound spray that meets ASTM 309 Type 1-D – Class A. Curing may also be accomplished by the methods specified in Standard Specification Section 502.14, Curing Concrete.

If a combination curing/sealing compound spray is not used, a separate sealing compound from the MaineDOT Qualified Products List for a Type 1c sealer shall be applied after the concrete has cured.

**d. Protection** Slipform curb must be adequately protected after placement. The concrete shall be allowed to cure for at least 72 hours. During cold weather conditions, when temperatures drop below the required temperature of 36°F after placement, curbing shall be protected by concrete blankets or a combination of plastic sheeting and straw. After any

placement of Slipform curb, regardless of weather conditions, the placed curb shall be adequately protected by traffic control devices as necessary.

**e. Marking** When required, the curb shall be painted and coated with glass beads in accordance with Section 627 - Pavement Marking. Curb designated to be painted shall not be sealed unless a combination curing/sealing compound is used.

**f. Acceptance** Curb shall be accepted or rejected based on finish, alignment, entrained air content, and compressive strength. Concrete Quality Control and Acceptance shall be done in accordance with Standard Specification Section 502, Method C. All damaged curb shall be removed and replaced at the Contractor's expense.

**609.06 Stone Edging** The curb shall be installed, backfilled and protected in accordance with Section 609.03, except as follows:

**a. Slope** The edging shall be set on a slope as shown on the Plans or as directed.

**b. Joints** Joints shall be open and not greater than 1½ inch in width.

#### **609.07 Stone Bridge Curb**

**a. Installation** Each stone and the bed upon which it is to be placed shall be cleaned and thoroughly wetted with water before placing the mortar for bedding and setting the stone. The stone shall be set on a fresh bed of joint mortar and well bedded before the mortar has set so that the front top arris line conforms to the line and grade required. Whenever temporary supporting wedges or other devices are used in setting the stones, they shall be removed before the mortar in the bed has become set, and the holes left by them shall be filled with mortar. Concrete behind the stones shall not be placed until the stones have been in place at least two days. Bedding and pointing mortar for joints shall be cured as required under Section 502 - Structural Concrete.

**b. Joints** Vertical joints shall be ½ inch in width plus or minus ¼ inch. Whenever possible, the face and top of the joint shall be pointed with joint mortar to a depth of 1½ inch, before the bedding mortar has set. Joints which cannot be so pointed, shall be prepared for pointing by raking them to a depth of 1½ inch before the mortar has set. Joints not pointed at the time the stone is laid shall be thoroughly wetted with clean water and filled with mortar. The mortar shall be well driven into the joint and finished with an approved pointing tool, flush with the pitch line of the stones.

#### **609.08 Resetting Stone or Portland Cement Concrete Curb, Including Terminal Sections and Transitions**

The curb shall be installed, backfilled and protected in accordance with Section 609.03, except as follows:

**a. Removal of Curbing** The Contractor shall carefully remove and store curb specified on the Plans or designated for resetting. Curb damaged or destroyed, because of the

Contractor's operations or because of their failure to store and protect it in a manner that would prevent its loss or damage, shall be replaced with curbing of equal quality at the Contractor's expense.

**b. Cutting and Fitting** Cutting or fitting necessary in order to install the curbing at the locations directed shall be done by the Contractor.

**609.09 Method of Measurement** Curb, both new and reset, will be measured by the linear foot along the front face of the curb at the elevation of the finished pavement, complete in place and accepted. Curb inlets at catch basins, including doweling, will not be measured for payment but shall be considered included in the cost of the catch basin. New transition sections and terminal curb will be measured by the unit. Reset transition sections and terminal curb will be included in the measurement for resetting curb.

Concrete Slipform Curb and terminal ends will be measured by the linear foot along the front face of the curb at the elevation of the finished pavement, complete in place and accepted.

**609.10 Basis of Payment** The accepted quantities of curbing will be paid for at the contract unit price per linear foot for each kind and type of curbing as specified.

Payment for terminal curb shall include only that portion of the curbing modified for installation at ends of curb runs shown in the Standard Details. Curb adjacent to terminal ends shall be paid for at the contract unit price per linear foot for the type of curb installed.

Vertical Curb Type 1 is required to have a radius of 60 feet or less, will be paid for as Vertical Curb Type 1 - Circular.

Curb, Type 5 required to have a radius of 30 feet or less will be paid for as Curb Type 5 - Circular.

There will be no separate payment for concrete fill, mortar, reinforcing steel, anchors, tack coat, drilling for and grouting anchors, pointing and bedding of curbing, and for cutting and fitting, but these will be considered included in the work of the related curb.

Removal of existing curb and necessary excavation for installing new or reset curbing will not be paid for directly but shall be considered to be included in the appropriate new or reset curb pay item. Base and Subbase material will be paid for under Section 304 - Aggregate Base and Subbase Course. Backing up bituminous curb is incidental to the curb items. Loam, as directed, will be paid under 615 – Loam.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
609.11	Vertical Curb Type 1
609.12	Vertical Curb Type 1 - Circular
609.13	Vertical Bridge Curb Type 1
609.131	Vertical Bridge Curb Type 1A
609.132	Vertical Bridge Curb Type 1B
609.142	Vertical Bridge Curb Type 1B - Circular
609.15	Sloped Curb Type 1
609.151	Sloped Curb Type 1 - Circular
609.161	Concrete Slipform Curb – Vertical Type 2
609.21	Concrete Slipform Curb Type 2
609.219	Concrete Slipform Terminal End Type 2
609.23	Terminal Curb Type 1
609.234	Terminal Curb Type 1 - 4 foot
609.237	Terminal Curb Type 1 - 7 foot
609.2371	Terminal Curb Type 1 - 7 foot – Circular
609.238	Terminal Curb Type 1 - 8 foot
609.26	Curb Transition Section B Type 1
609.31	Curb Type 3
609.34	Curb Type 5
609.35	Curb-Type 5 - Circular
609.38	Reset Curb Type 1
609.39	Reset Curb Type 2
609.40	Reset Curb Type 5

## SECTION 610

## STONE FILL, RIPRAP, STONE BLANKET, AND STONE DITCH PROTECTION

610.02 Materials Amend this subsection by adding the following to the end of the material list:  
**“Stone Ditch Protection 703.29”**

## SECTION 618 SEEDING

618.08 Mulching Revise this Section so that the third sentence reads: "Mulch for Seeding Method Number 1 shall only be cellulous fiber mulch Section 619.04 (b) or straw mulch Section 619.04 (a)."

## SECTION 619 MULCH

619.03 General Amend this Section by adding the following sentence to the end: **“Straw mulch shall be used in all wetland areas.”**

## SECTION 626 FOUNDATIONS, CONDUIT, AND JUNCTION BOXES FOR HIGHWAY SIGNING, LIGHTING, AND SIGNALS

Section 626.021 Miscellaneous Materials Revise this section by removing the fourth paragraph beginning with “All Concrete for concrete encasement...” and replace it with **“All concrete for concrete encasement of conduit shall be Class S or Class Fill concrete in accordance with the applicable requirements of Section 502 – Structural Concrete, or a Prepackaged Concrete Mix from the Department’s Qualified Products List (QPL).”**

Section 626.031 Conduit Revise the fifth paragraph beginning with “After the trench has been...” by removing the last sentence beginning with “Where concrete encasement...” and replacing it with **“Where concrete encasement is required around the conduit, the concrete shall meet Class S, Class Fill in accordance with the applicable requirements of Section 502 – Structural Concrete, or a Prepackaged Concrete Mix from the Department’s Qualified Products List (QPL).”**

626.034 Concrete Foundations Revise this Section by changing ‘626.037’ to **‘626.036’** in the Second Paragraph which begins with “Foundations shall consist of cast-in-place...”.

Revise the 10<sup>th</sup> paragraph beginning with “Before placing concrete, the required elbows...” by removing “...in accordance with **Standard Specification 633.**”

626.036 Precast Foundations Revise the last sentence of paragraph one so that it reads: **“Construction of precast foundations shall conform to the Standard Details and all requirements of 712.061.”**

## SECTION 627 PAVEMENT MARKINGS

627.02 Materials Amend this section by adding the following to the existing Specification:

**“When pavement marking paint must be applied on pavement with an air temperature between 35 °F and 50 °F, a low temperature waterborne paint may be used upon the Department’s approval as noted below.**

**The Contractor shall submit the following information for Department review and approval at least 10 calendar days prior to application:**

**The manufacturer and product name of the low temperature waterborne paint**

**The manufacturer's technical product data sheets**

**The product's SDS sheets**

**All required and recommended application specifications for the product**

**The manufacturer's requirements for temperature, surface preparation, paint thickness and the bead application shall be followed. No additional payment will be made for the use of low temperature waterborne paint. “**

**627.06 Application** Revise this subsection by replacing the paragraph beginning with “ On other final pavement markings...” with the following:

**“On other final pavement markings and on curb, where the paint is applied by hand painting or spraying, application shall be one uniform covering coat at least 16 mils thick. Before the paint has dried, the glass beads shall be applied by a pressure system that will force the glass beads onto the undried paint as uniformly as possible.**

**Painted lines and markings shall be applied in accordance with the manufacturer's published recommendations. These recommendations will be supplied to the Resident prior to installation.”**

Revise this subsection by replacing the paragraph beginning with “ If the final reflectivety values are less...” with the following:

**“The final reflectivity will be acceptable if 90 percent or more of the painted pavement lines and markings meet the specified minimum value. If less than 90 percent of the painted pavement lines and markings meet the specified minimum final reflectivity values, the Contractor shall repaint those areas not meeting required reflectivity at no cost to the Department.**

**If, after repainting, analysis of the final reflectivity values results in the need for a second repainting, the Contractor will submit in writing a plan of action to meet the reflectivity minimums prior to continuing any work. Once the plan has been reviewed and approved by the Department, the Contractor shall reapply at no cost to the Department.”**

## **SECTION 634** **HIGHWAY LIGHTING**

**634.021 Materials** Revise this subsection by removing the paragraph beginning with “All bolts for mounting lighting fixtures” and replacing with:

**“All bolts for mounting lighting fixtures under bridge structures shall conform to the requirements of ASTM A307. These bolts and other fastening hardware shall be galvanized in**

accordance with AASHTO M 232 (ASTM A153), ASTM F2329, or ASTM B695, Class 50, Type I.”

## SECTION 637 DUST CONTROL

Revise this section by removing it in its entirety.

## SECTION 643 TRAFFIC SIGNALS

643.021 Materials Amend this subsection by adding the following at the end:

“MaineDOT is transitioning to MASH2016 criteria for Work Zone Traffic Control Devices on the following schedule:

Temporary Traffic Control Signals will be crash tested and/or evaluated to MASH2016 criteria by January 1, 2030. Current Category 4 devices in useful serviceable condition that are successfully tested to NCHRP Report 350 or MASH2009 criteria may be utilized through December 31, 2029.”

643.023 Traffic Signal Structures Remove the third paragraph and replace it with the following:

“Traffic signal support structures shall be classified as Fatigue Category III if they are located on roads with a speed limit of 35 mph or less, Fatigue Category II if they are located on roads with a speed limit of greater than 35 mph, and Fatigue Category I if noted on the Contract Plans. Fatigue Importance Factors shall be as specified in Table 11.6-1 (Fatigue Importance Factors). Fatigue analyses are not required for span-wire (strain) pole traffic signal support structures with heights of 55 feet or less unless required by the current edition of AASHTO “LRFD Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals”.

643.09 Service Connection Revise this subsection by removing the paragraph that begins with “Traffic signal services shall have...”.

And by removing the paragraphs beginning with “A service ground rod shall be installed...” and “A total of 4, 10’ service...” and replace them with “A total of 4, 10’ service ground rods shall be installed and properly connected together on the outside of the cabinet foundation. One ground rod shall be located at each corner and shall be either flush or slightly below finished grade. The connection between the ground rod and the ground wire shall be an

exothermic connection such as a Cadweld. The ground wire from the interconnected ground rods shall be routed through a conduit in the foundation and into the base of the cabinet”.

## SECTION 645 HIGHWAY SIGNING

Section 645.023 Sign Support Structures. Under letter “c.”, revise the fifth paragraph beginning with “In addition to the required details...” by removing the words **”and foundation”** from the 5<sup>th</sup> sentence.

Section 645.08 Method of Measurement. Revise the second paragraph beginning with “Bridge-type, cantilever and...” by removing the words **”including the foundation”** .

Section 645.09 Basis of Payment. Revise the third paragraph beginning with “The accepted bridge-type, cantilever and...” by removing the word **”foundation”** from the second sentence. Add the following sentence to the end of the paragraph **“Conduits, Junction Boxes, and Foundations will be paid for under Section 626.”**

## SECTION 652 MAINTENANCE OF TRAFFIC

652.2.5 Portable Changeable Message Sign Revise the fifth paragraph so it reads:

“The control system shall include a display screen upon which messages can be reviewed before being displayed on the message sign. The control system shall be capable of maintaining memory when power is unavailable. Messages must be changeable with either a portable electronic device like a notebook computer or an on-board keypad. The controller shall have the capability to store a minimum of 200 user-defined and 200 pre-programmed messages. Controller and battery compartments shall be enclosed in lockable, weather-tight boxes. The cabinet shall be locked at all times that the Contractor is not actively changing the message. The Contractor shall change the password for the controller prior to stationing the PCMS and shall provide the password to the Resident. The password shall be unique per PCMS and secure and shall not be written anywhere in, on, around, or stored in the PCMS.”

Amend this Section by adding the following new subsection:

**“652.2.6 Device Crashworthiness** MaineDOT is transitioning to MASH2016 criteria for Work Zone Traffic Control Devices on the following schedule:

Category 1 (Cones, Drums, Tubular Markers, Flexible Delineators, and similar devices that have little chance if causing windshield penetration, tire damage, or other significant effect on the control or trajectory of a vehicle) – All Category 1 devices will be manufacturer self-certified as MASH2016 by January 1, 2025. Current Category 1 devices in useful serviceable condition that are not self-certified as MASH2016 compliant may be utilized through December 31, 2024.

**Category 2 (Barricades, Portable Sign Supports, Category 1 devices with attachments, and similar devices that are not expected to produce significant vehicular velocity change but may be otherwise hazardous) – All Category 2 devices will be crash tested and/or evaluated to MASH2016 criteria by January 1, 2025. Current Category 2 devices in useful serviceable condition that are successfully tested to NCHRP Report 350 or MASH2009 criteria may be utilized through December 31, 2024.**

**Category 3 (Portable Concrete Barrier, Portable Crash Cushions, Truck Mounted Attenuators, Category 2 devices weighing more than 100 pounds, and similar devices that are expected to produce significant vehicular velocity change or other harmful reactions) – All Category 3 devices will be crash tested and/or evaluated to MASH2016 criteria by January 1, 2030. Current Category 3 devices in useful serviceable condition that are successfully tested to NCHRP Report 350 or MASH2009 criteria may be utilized through December 31, 2029. (See Standard Specification 526 for additional Portable Concrete Barrier information).**

**Category 4 (Trailer Mounted Devices: Arrow Boards, Temporary Traffic Control Signals, Area Lighting, Portable Changeable Message Sign, and other similar devices.) – All Category 4 devices will be crash tested and/or evaluated to MASH2016 criteria by January 1, 2030. Current Category 4 devices in useful serviceable condition that are successfully tested to NCHRP Report 350 or MASH2009 criteria may be utilized through December 31, 2029.”**

652.3.3 Submittal of Traffic Control Plan Amend this section by adding:

**“n. A security plan for any PCMS shall be included. The Contractor shall provide a plan for secure access to the PCMS and protection from unauthorized users. The plan shall have details on securing the cabinets via a lock and password from unauthorized users, password changing protocols, and where the access information will be kept so it can be used in the event of emergency. The Contractor shall not Identify or store passwords in the TCP.”**

652.4 Flaggers Revise the first paragraph of this section so that it reads:

**“The Contractor shall furnish flaggers as required by the TCP or as otherwise specified by the Resident. All flaggers must have successfully completed a flagger test approved by the Department and administered by a Department-approved Flagger-Certifier who is employing that flagger. All flaggers must carry an official certification card with them while flagging that has been issued by their employer.”**

## SECTION 681 PRECAST AGGREGATE-FILLED, CONCRETE BLOCK GRAVITY WALL

681.08 Basis of Payment Amend this section by adding the Item Number “**681.10**” in front of the item “Precast Aggregate-Filled Concrete Block Gravity Wall” at the end of the section.

## SECTION 701 STRUCTURAL CONCRETE RELATED MATERIAL

701.01 Portland Cement and Portland Pozzolan Cement Amend the first sentence of Paragraph 3 by adding “**or Type 1L Portland Limestone cement**” so that it reads:

**“A Type IP (MS) Portland-pozzolan cement (blended hydraulic cement with moderate sulfate resistance) or Type 1L Portland Limestone cement meeting the requirements of AASHTO M 240, may be used instead of Type II or where Type I Portland cement, meeting the requirements of AASHTO M 85, is allowed.”**

## SECTION 703 AGGREGATES

Add the following to Section 703 - Aggregates

703.01 Fine Aggregate for Concrete Fine aggregate for concrete shall consist of natural sand or, when approved by the Resident, other inert materials with similar characteristics or combinations thereof, having strong, durable particles. Fine aggregate from different sources of supply shall not be mixed or stored in the same pile nor used alternately in the same class of construction or mix without permission of the Resident.

All fine aggregate shall be free from injurious amounts of organic impurities. Should the fine aggregate, when subjected to the colorimetric test for organic impurities, AASHTO T 21, produce a color darker than the reference standard color solution (laboratory designation Plate III), the fine aggregate shall be rejected.

Fine aggregate shall have a sand equivalent value of not less than 75 when tested in accordance with AASHTO T 176.

Fine aggregate sources shall meet the Alkali Silica Reactivity (ASR) requirements of Section 703.0201.

The fineness modulus shall not be less than 2.26 or more than 3.14. If this value is exceeded, the fine aggregate will be rejected unless suitable adjustments are made in proportions of coarse and fine aggregate. The fineness modulus of fine aggregate shall be determined by adding the cumulative percentages of material by weight retained on the following sieves: Nos. 4, 8, 16, 30, 50, 100 and dividing by 100.

Fine aggregate, from an individual source when tested for absorption as specified in AASHTO T 84, shall show an absorption of not more than 2.3 percent.

Sieve Designation	Percentage by Weight Passing Square Mesh Sieves
3/8 inch	100
No. 4	95-100
No. 8	80-100
No. 16	50-85
No. 30	25-60
No. 50	10-30
No. 100	2-10
No. 200	0-5.0

703.02 Coarse Aggregate for Concrete Coarse aggregate for concrete shall consist of crushed stone or gravel having hard, strong, durable pieces, free from adherent coatings and of which the composite blend retained on the 3/8 inch sieve shall contain no more than 15 percent, by weight of flat and elongated particles when performed in accordance with test method ASTM D 4791, Flat Particles, Elongated Particles, or Flat and Elongated Particles in Coarse Aggregate, using a dimensional ratio of 1:5.

The coarse aggregate from an individual source shall have an absorption no greater than 2.0 percent by weight determined in accordance with AASHTO T 85 modified for weight of sample.

The composite blend shall have a Micro-Deval value of 18.0 percent or less as determined by AASHTO T 327 or not exceed 40 percent loss as determined by AASHTO T 96.

Coarse aggregate sources shall meet the Alkali Silica Reactivity (ASR) requirements of Section 703.0201.

Coarse aggregate shall conform to the requirements of the following table for the size or sizes designated and shall be well graded between the limits specified.

Sieve Designation	Percentage by Weight Passing Square Mesh Sieves						
	Grading	S	A	AA	SP-1-7	SP-1-78	SP-2-8
Aggregate Size	1 1/2 inch	1 inch	3/4 inch	1/2 inch	1/2 inch	3/8 inch	3/8 inch
2 inch	100						
1 1/2 inch	95-100	100					
1 inch	-	95-100	100				
3/4 inch	35-70	-	90-100	100	100		
1/2 inch	-	25-60	-	90-100	90-100	100	100
3/8 inch	10-30	-	20-55	40-70	40-75	85-100	90-100
No. 4	0-5	0-10	0-10	0-15	5-25	10-30	20-55
No. 8	-	0-5	0-5	0-5	0-10	0-10	5-30
No. 16	-	-	-	-	0-5	0-5	0-10
No. 50	-	-	-	-	-	-	0-5
No. 200*	0-1.5	0-1.5	0-1.5	0-1.5	0-1.5	0-1.5	0-1.5

\*This limit will be 0-2.0 for Department production samples. Yearly quality samples will be held to 0-1.5.

703.0201 Alkali Silica Reactive Aggregates All coarse and fine aggregates proposed for use in concrete shall be tested for Alkali Silica Reactivity (ASR) potential under AASHTO T 303 (ASTM C 1260), Accelerated Detection of Potentially Deleterious Expansion of Mortar Bars Due to Alkali-Silica Reaction, prior to being accepted for use. Acceptance will be based on testing performed by an accredited independent lab submitted to the Department. Aggregate submittals will be required on a 5-year cycle, unless the source or character of the aggregate in question has changed within 5 years from the last test date.

As per AASHTO T 303 (ASTM C 1260): Use of a particular coarse or fine aggregate will be allowed with no restrictions when the mortar bars made with this aggregate expand less than or equal to 0.10 percent at 30 days from casting. Use of a particular coarse or fine aggregate will be classified as potentially reactive when the mortar bars made with this aggregate expand greater than 0.10 percent at 30 days from casting. Use of this aggregate will only be allowed with the use of cement-pozzolan blends and/or chemical admixtures that result in mortar bar expansion of less than 0.10 percent at 30 days from casting as tested under ASTM C 1567.

Acceptable pozzolans and chemical admixtures that may be used when an aggregate is classified as potentially reactive include, but are not limited to the following:

- a. Class F Coal Fly Ash meeting the requirements of AASHTO M 295
- b. Ground Granulated Blast Furnace Slag (Grade 100 or 120) meeting the requirements of AASHTO M 302
- c. Densified Silica Fume meeting the requirements of AASHTO M 307
- d. Lithium-based admixtures
- e. Metakaolin

Pozzolans or chemical admixtures required to offset the effects of potentially reactive aggregates will be incorporated into the concrete at no additional cost to the Department.

Amend this section by adding the new sub section:

**703.03 Combined Aggregate Grading for Concrete** The combined gradation of the fine and coarse aggregates when mathematically blended using the mix design percentages shall conform to the requirements of the following table for the size or sizes designated and shall be well graded between the limits specified.

Sieve Designation	Percentage by Weight Passing Square Mesh Sieves						
	Grading	S	A	AA	SP-1-7	SP-1-78	SP-2-8
Aggregate Size	1½ inch	1 inch	¾ inch	½ inch	½ inch	⅜ inch	⅜ inch
2 inch	100						
1½ inch	95–100	100					
1 inch	80–100	95–100	100				
¾ inch	55–90	90–100	93–100	100	100		
½ inch	45–80	55–80	60–90	90–100	90–100	100	100
⅜ inch	40–65	40–65	50–80	55–85	65–90	90–100	90–100
No. 4	35–55	35–55	35–60	30–60	40–70	45–75	50–80
No. 8	25–53	28–50	30–55	25–55	30–65	35–65	35–75
No. 16	15–40	18–45	19–45	18–50	20–55	20–55	20–55
No. 30	7–30	9–30	10–33	8–32	10–38	10–38	10–40
No. 50	3–14	4–14	4–16	3–16	4–20	4–20	4–20
No. 100	0–6	0–6	0–6	0–6	0–7	0–8	0–8
No. 200	0–3.5*	0–3.5*	0–3.5*	0–3.5*	0–3.5*	0–3.5*	0–3.5*

\*The percent passing the No. 200 sieve shall not exceed 6.0 percent for any fine aggregate. The percent passing the No. 200 sieve shall not exceed 2.0 percent for any single coarse aggregate. The percent passing the No. 200 sieve shall not exceed 4.0 percent for the combined gradation of self-consolidating concrete (SCC) mix designs.”

**703.05 Aggregate for Sand Leveling** Aggregate for sand leveling shall be sand of hard durable particles free from vegetable matter, lumps or balls of clay and other deleterious substances. The aggregate shall meet the grading requirements of the following table.

Sieve Designation	Percentage by Weight Passing Square Mesh Sieves
⅜ inch	85–100
No. 200	0–5.0

**703.06 Aggregate for Base and Subbase** The following shall apply to Sections (a.) and (c.) below. The material shall have a Micro-Deval value of 25.0 or less as determined by AASHTO T 327. If the Micro- Deval value exceeds 25.0, the Washington State Degradation DOT Test Method T113, Method of Test for Determination of Degradation Value (January 2009 version) shall be performed, except that the test shall be performed on the portion of the sample that passes the  $\frac{1}{2}$  in sieve and is retained on the No. 10 sieve. If the material has a Washington Degradation value of less than 15, the material shall be rejected.

The material used in Section (b.) below shall have a Micro-Deval value of 25.0 or less as determined by AASHTO T 327. If the Micro-Deval value exceeds 25.0 the material may be used if it does not exceed 25 percent loss on AASHTO T 96, Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine.

Recycled Asphalt Pavement (RAP) shall not be used for or blended with aggregate base or subbase.

- a. Aggregate for base, Type A and B shall be crushed ledge or crushed gravel of hard durable particles free from vegetable matter, lumps or balls of clay and other deleterious substances. The gradation of the part that passes a 3 inch sieve shall meet the grading requirements of the following table:

Sieve Designation	Percentage by Weight Passing Square Mesh Sieves	
	Type A	Type B
$\frac{1}{2}$ inch	45-70	35-75
$\frac{1}{4}$ inch	30-55	25-60
No. 40	0-20	0-25
No. 200	0-6.0	0-6.0

At least 50 percent by weight of the material retained on the No. 4 sieve shall have at least one fractured face as tested by AASHTO T 335.

Type A aggregate for base shall only contain particles of rock that will pass the 2 inch square mesh sieve.

Type B aggregate for base shall only contain particles of rock that will pass the 4 inch square mesh sieve.

- b. Aggregate for base, Type C shall be crushed ledge or crushed gravel of hard durable particles free from vegetable matter, lumps or balls of clay and other deleterious substances. The material shall meet the grading requirements of the following table:

Sieve Designation	Percentage by Weight Passing Square Mesh Sieves
	Type C
4 inches	100
3 inches	90-100
2 inches	75-100
1 inch	50-80
½ inch	30-60
No. 4	15-40
No. 200	0-6.0

At least 50 percent by weight of the material coarser than the No. 4 sieve shall have at least one fractured face as tested by AASHTO T 335.

c. Aggregate for subbase shall be sand or gravel of hard durable particles free from vegetable matter, lumps or balls of clay and other deleterious substances. The gradation of the part that passes a 3 inch sieve shall meet the grading requirements of the following table:

Sieve Designation	Percentage by Weight Passing Square Mesh Sieves	
	Type D	Type E
½ in	35-80	
¼ inch	25-65	25-100
No. 40	0-30	0-50
No. 200	0-7.0	0-7.0

Type D aggregate for subbase gravel may contain up to 50 percent by weight Recycled Concrete Aggregate (RCA). When RCA is used, the portion of the resulting blend of gravel and RCA retained on a ½" square mesh sieve shall contain a total of no more than 5 percent by weight of other recycled materials such as brick, concrete masonry block, or asphalt pavement as determined by visual inspection.

RCA shall be substantially free of wood, metal, plaster, and gypsum board as defined in Note 9 in Section 7.4 of AASHTO M 319. RCA shall also be free of all substances that fall under the category of solid waste or hazardous materials.

Aggregate for subbase shall not contain particles of rock which will not pass the 6 inch square mesh sieve.

**703.08 Recycled Asphalt Pavement** Recycled asphalt pavement shall consist of salvaged asphalt materials from milled pavements or production waste that has been processed before use to meet the requirements of the job mix formula. It shall be free of winter sand, granular fill, construction debris, or other materials not generally considered asphalt pavement.

703.081 RAP for Asphalt Pavement Recycled Asphalt Pavement (RAP) may be introduced into hot-mix asphalt pavement at percentages approved by the Department according to the MaineDOT Policies and Procedures for HMA Sampling and Testing.

If approved by the Department, the Contractor shall provide documentation stating the source, test results for average residual asphalt content, and stockpile gradations showing RAP materials have been sized to meet the maximum aggregate size requirements of each mix designation. The Department will obtain samples for verification and approval prior to its use.

The maximum allowable percent of RAP shall be determined by the asphalt content, the percent passing the 0.075 mm sieve, the ratio between the percent passing the 0.075 mm sieve and the asphalt content, and Coarse Micro-Deval loss values as tested by the Department.

The maximum percentage of RAP allowable shall be the lowest percentage as determined according to Table 4 below:

Classification	Maximum RAP Percentage Allowed	Asphalt content standard deviation	Percent passing 0.075 mm sieve standard deviation	Percent passing 0.075 mm sieve / asphalt content ratio	Residual aggregate M-D loss value
Class III	10%	≤ 1.0	N/A	≤ 4.0	≤ 18
Class II	20%	≤ 0.5	≤ 1.0	≤ 2.8	
Class I	30%	≤ 0.3	≤ 0.5	≤ 1.8	

Table 4: Maximum Percent RAP According to Test Results

The Department will monitor RAP asphalt content and gradation during production by testing samples from the stockpile at approximately 15,000 T intervals (in terms of mix production). The allowable variance limits (from the numerical average values used for mix designs) for this testing are determined based upon the maximum allowable RAP percentage and are shown below in Table 5.

Table 5: RAP Verification Limits

Classification	Asphalt content (compared to aim)	Percent passing 0.075 mm sieve (compared to aim)
Class III	$\pm 1.5$	$\pm 2.0$
Class II	$\pm 1.0$	$\pm 1.5$
Class I	$\pm 0.5$	$\pm 0.7$

For specification purposes, RAP will be categorized as follows:

Class III – A maximum of 10.0 percent of Class III RAP may be used in any base, intermediate base, surface, or shim mixture. A maximum of 20.0 percent of Class III RAP may be used in hand-placed mixes for item 403.209.

Class II – A maximum of 20.0 percent Class II RAP in any base, binder, surface, or shim course.

Class I – A maximum of 20.0 percent Class I RAP may be used in any base, intermediate base, surface, or shim mixture without requiring a change to the specified asphalt binder. A maximum of 30.0 percent Class I RAP may be used in any base or intermediate base mixture provided that a PG 58-28 or PG 58-34 asphalt binder is used. A maximum of 30.0 percent Class I RAP may be used in any surface or shim mixture provided that PG 58-34 asphalt binder is used. Mixtures exceeding 20.0 percent Class I RAP must be evaluated and approved by the Department.

The Contractor may use up to two different RAP sources in any one mix design. The total RAP percentage of the mix shall not exceed the maximum allowed for the highest classification RAP source used (i.e. if a Class I & Class III used, total RAP must not exceed 30.0%). The blended RAP material must meet all the requirements of the classification for which the RAP is entered (i.e. 10% Class III with 20% Class I, blend must meet Class I criteria). The Department may take belt cuts of the blended RAP to verify the material meets these requirements. If the Contractor elects to use more than one RAP source in a design, the Contractor shall provide an acceptable point of sampling blended RAP material from the feed belt.

In the event that RAP source or properties change, the Contractor shall notify the Department of the change and submit new documentation stating the new source or properties a minimum of 72 hours prior to the change to allow for obtaining new samples and approval.

Revise this Section by removing 703.7 and 703.9 in its entirety and replace with the following:

**703.07 Aggregates for HMA Pavements** Coarse and fine aggregate for hot mix asphalt pavements shall be of such gradation that when combined in the proper proportions, including filler, if required, the resultant blend will meet the composition of mixture for the type of pavement specified.

Coarse aggregate, that material retained on the No. 4 sieve, shall be crushed stone or crushed gravel and, unless otherwise stipulated, shall consist of clean, tough, durable fragments free from an excess of soft or disintegrated pieces and free from stone coated with dirt or other objectionable matter. Coarse aggregate shall not exceed an absorption of 2.0 percent by weight as determined by AASHTO T 85.

Fine aggregate, material that passes the No. 4 sieve, shall consist of natural sand, manufactured sand, or a combination of these. It shall consist of hard, tough grains, free from injurious amounts of clay, loam, or other deleterious substances. Fine aggregate shall not exceed an absorption of 2.3 percent by weight as determined by AASHTO T 84.

All individual aggregates for hot mix asphalt pavements shall meet Table 3 requirements (excluding LCP) unless otherwise noted. The Department reserves the right to sample and test the aggregate for any of the following properties at any time:

TABLE 3: Aggregate Consensus Properties Criteria

Estimated Traffic, Million 18 kip ESALs	AASHTO T 335 (minimum %)	AASHTO T 304 Method A **	ASTM D 4791 Method B	AASHTO T 176	Aggregate shall meet at least one of these:			
					AASHTO T 327	AASHTO T 96	WSDOT T 113*	
< 3.0	75/60	≥ 40%	≤ 10%	≥ 45	≤ 18.0%	≤ 40%	≥ 30	
3.0 to < 10	90/80	≥ 45%		≥ 50		≤ 35%		
≥ 10	95/90					≤ 30%	N/A	

\* As determined by Washington State DOT Test Method T 113, Method of Test for Determination of Degradation Value except that the reported degradation value will be the result of testing a single composite specimen from that portion of the sample that passes the  $\frac{1}{2}$  inch sieve and is retained on the No. 10 sieve.

\*\* Property will be evaluated on a mix design basis by calculating a weighted average based upon individual aggregate values (weighted average by the percentage proportion of the aggregate within the design).

**AASHTO T 335** - “90/80” denotes that 90 percent of the coarse aggregate has one fractured face and 80 percent has two fractured faces.

**AASHTO T 304** - Criteria are presented as percent air voids in loosely compacted fine aggregate, (U).

**ASTM D4791** - Criteria are presented as maximum percent by weight of flat and elongated particles (5:1 ratio).

The entire HMA wearing course shall come from the same source of material and the same job mix formula, except when permission is obtained from the Department to change sources.

**703.09 HMA Mixture Composition** The coarse and fine aggregate shall meet the requirements of Section 703.07. The several aggregate fractions for mixtures shall be sized, graded, and combined in such proportions that the resulting composite blends, including RAP aggregate will meet the grading requirements of the following table:

Aggregate Gradation Control Points						
Nominal Maximum Aggregate Size---Control Points (Percent Passing)						
Sieve Designation	Type 25 mm	Type 19 mm	Type 12.5 mm	Type 9.5 mm	Type 9.5 mm Thin Lift Mixture (TLM)	Type 4.75 mm
Percent By Weight Passing - Combined Aggregate						
37.5 mm	100					
25 mm	90-100	100				
19 mm	-90	90-100	100			
12.5 mm	-	-90	90-100	100	100	100
9.5 mm	-	-	-90	90-100	95-100	95-100
4.75 mm	-	-	-	-90	60-95	80-100
2.36 mm	19-45	23-49	28-58	32-67	47-65	40 - 80
1.18 mm	-	-	-	-	-	-
0.60 mm	-	-	-	-	-	-
0.30 mm	-	-	-	-	-	-
0.075 mm	2.0-6.0	2.0-6.0	2.0-6.0	2.0-7.0*	2.0-7.0*	2.0-7.0

\* For 9.5 mm nominal maximum aggregate size mixtures, the maximum design aim for the percent passing the 75  $\mu\text{m}$  sieve is 6.5%.

## SECTION 709

### REINFORCING STEEL AND WELDED STEEL WIRE FABRIC

**709.01 Reinforcing Steel** Remove the second paragraph of Section 709.01 of the standard specification beginning with “Low-Carbon, Chromium,...” and replace with the following:

**“ Low-carbon, chromium, reinforcing steel shall be deformed bars conforming to the requirements of ASTM A1035. Bars shall be Grade 100 and alloy Type CS unless otherwise specified on the Plans. ”**

## SECTION 710 FENCE AND GUARDRAIL

710.06 Fence Posts and Braces Revise the first Paragraph so that it reads:

“Wood posts shall be of cedar, white oak, or tamarack or other AWPA approved species, of the diameter or section and length shown on the plans.”

Remove the fourth paragraph which starts “ That portion of wood posts...”.

Revise the paragraph beginning with “Braces shall be of spruce, eastern hemlock ... so that it now reads:

“Braces shall be of spruce, eastern hemlock, Norway pine, pitch pine, or tamarack timbers or other AWPA approved species, or spruce, cedar, tamarack or other AWPA approved species round posts of sufficient length to make a diagonal brace between adjacent posts. All wood posts and braces shall be pressure-treated in accordance with AASHTO M 133 and AWPA U1, UC4A Commodity Specification B: Posts. “

710.07 Guardrail Posts Revise this section so that the first sentence of section a. reads:

“a. Wood posts shall be of Norway pine, southern yellow pine, pitch pine, Douglas fir, red pine, white pine, or eastern hemlock or other AWPA approved species.”

Revise the next paragraph so that it reads:

Wood posts and offset brackets shall be preservative treated in accordance with the requirements of AASHTO M 133 and AWPA U1, UC4A Commodity Specification B: Posts.

710.08 Guardrail Hardware Revise this subsection by replacing “**AASHTO M 298**” with “**ASTM B695**”

## SECTION 711 MISCELLANEOUS BRIDGE MATERIAL

711.06 Stud Shear Connector Anchors and Fasteners Amend this section by deleting it in its entirety and replacing it with:

**“Shear connectors shall meet the dimensional tolerances of Figure 9.1 of the ANSI/AASHTO/AWS D1.5 Bridge Welding Code (D1.5 Code). Shear connectors, anchors and fasteners shall meet the material requirements of Section 9 of the D1.5 Code. Shear connectors shall meet the mechanical property requirements of Table 9.1, Type B of the D1.5 Code. Anchors and fasteners shall meet the mechanical property requirements of Table 9.1 of the D1.5 Code, Type A.”**

## SECTION 712 MISCELLANEOUS HIGHWAY MATERIAL

712.061 Structural Precast Units Amend this section by adding the following sentence to the end of the first paragraph of the Construction subsection:

**“Facilities certified by NPCA or PCI shall provide to the Fabrication Engineer a copy of their annual audit to include deficiency reports and corrective actions.”**

Revise this section by changing the letter “b” of ASTM C1611 of the Concrete Testing subsection so that it reads:

**“b. Air content shall be 5.0% to 8.0%.”**

## SECTION 713 STRUCTURAL STEEL AND RELATED MATERIAL

**Section 713.01 Structural Steel** Replace paragraph two in its entirety with the following:  
**“Main load-carrying components subject to tensile stresses or stress reversal shall meet the notch toughness requirements in AASHTO M 270M, Table 11, Zone 2, for non-fracture critical steel or Table 12, Zone 2 for fracture critical steel. Frequency of tension tests shall comply with the requirements of S1.”**

**Section 713.02 High Strength Bolts** Revise this subsection by removing the portion from the beginning up to and including TABLE 1 – Test Schedule\*, and replace it with:

**“Bolts shall conform to the requirements of ASTM F3125, Grade A325, Type 1 or Type 3. Type 3 bolts shall be supplied for all structures utilizing unpainted AASHTO M 270M weathering steel. Type 1 galvanized bolts shall be used for all structures utilizing metallized or galvanized steel.**

**Nuts shall meet the requirements of ASTM A563.**

**Circular and beveled washers shall conform to the requirements of ASTM F436.**

**Direct Tension Indicators (DTI'S) shall conform to the requirements of ASTM F959. DTI's for use with painted steel shall have a plain “as fabricated” finish. DTI's for use with unpainted steel shall be galvanized to the requirements of ASTM B695 Class 50, Type I and have a fusion-bonded epoxy coating. DTI's used with galvanized steel, metallized steel and steel coated with a zinc-rich primer shall be galvanized to the requirements of ASTM B695 Class 50, Type I.**

**“Twist Off” Type Tension Control Structural Bolt/Nut/Washer Assemblies shall meet the requirements of ASTM F3125, Grade F1852.**

**Bolts, nuts and washers specified to be galvanized, shall be galvanized in accordance with AASHTO M 232 (ASTM A153), ASTM F2329, or ASTM B695 Class 50, Type I.**

**All fastener (bolts and nuts), whether black or galvanized, shall be coated with a suitable lubricant. Galvanized nuts shall be lubricated with a lubricant containing a visible dye.**

**Each lot of bolts, nuts, washers and DTI's shall be tested by the manufacturer in accordance with the tests tabulated in Table 1 - Test Schedule. The testing frequency for bolts, nuts and washers from each shipping lot of fasteners shall be as specified in the applicable AASHTO/ASTM Standard Specifications. The testing frequency for each production lot of DTI's shall be as specified in ASTM F959.**

TABLE 1 - Test Schedule\*

Bolts	Tensile Strength (Wedge Test) Proof Load Hardness Coating Thickness	ASTM F606 ASTM F606 ASTM F606 ASTM B695
Nuts	Proof Load Hardness Coating Thickness	ASTM F606 ASTM F606 ASTM B695
Washers	Hardness Coating Thickness	ASTM F606 ASTM B695
DTI's	Coating Thickness Compression Load	ASTM B695 ASTM F959

## Section 716 STRUCTURAL ALUMINUM AND RELATED MATERIAL

716.01 Aluminum Railings: Revise this subsection by removing section d. and replacing with:

**d. Steel Anchor Assembly Steel spacers for post anchors shall conform to the requirements of ASTM A36. Nuts embedded in concrete shall conform to the requirements of ASTM A307.**

**Anchor bolts, exposed nuts and washers shall conform to the requirements of ASTM A449 or ASTM F1554, Grade 55 and shall be galvanized in accordance with AASHTO M 232 (ASTM A153), ASTM F2329, or ASTM B695, Class 50, Type I.**

## SECTION 718 TRAFFIC SIGNALS MATERIAL

718.03 Signal Mounting Amend the paragraph beginning with “All trunions, brackets and...” by adding “**For polycarbonate signal heads with more than 3 sections or requiring mounting extensions greater than 12 inches in length, reinforcing plates shall be used to reinforce the housings at the point of attachment.**” to the end of the paragraph.

718.08 Controller Cabinet Revise this subsection by replacing the paragraph beginning with “The cabinet shall be supplied with LED light panels...” on or about page 7-66 with “**The cabinet shall be supplied with white LED light panels which shall automatically illuminate via a door open switch whenever one of the four main cabinet doors are opened for the ground mount cabinet or two main doors for the side of pole cabinet. The ground mounted cabinet shall contain four LED light panels per side totaling eight panels for the cabinet; one panel each at the top and bottom portion of the front side and back side on the Control side and Power/Auxiliary side of the cabinet. Each light panel shall produce a minimum of 250 lumens for a total minimum lumen output of 2000 lumens with all eight panels illuminated. The minimum output per side would be 1000 lumens. The LED panels shall be protected by a clear shatterproof shield. The side of pole mounted cabinet shall contain four light panels; one at the top of the rack assembly and one at the bottom rack assembly on each side of the cabinet.**

**A second door open status switch per door shall activate a controller input to log a report event that one of the doors was opened. All door open status switches shall be connected to the same controller input. For the ground mount cabinet, there shall be two switches on each of the four main doors. For the side-of-pole mount cabinet, there shall be two switches on each of the two main doors.”**

Revise this subsection by replacing the paragraph beginning with “The cabinet shall be supplied with a generator panel ...” on or about page 7-68 with:

**“The cabinet shall be supplied with a generator panel. The generator panel shall consist of a manual transfer switch and a twist-lock connector for generator hookup. The transfer switch knob and twist-lock connector shall be located inside a stainless steel enclosure with a separate lockable door accessed with a Corbin #2 key. The unit shall be mounted on the left, exterior of the control side wall of the ground mount cabinet a minimum of 36” above the surrounding grade and on the lower left side of the pole mounted cabinet. The generator transfer switch shall be a Reliance C30A1N Signa Series or approved equal.”**

Revise this subsection by removing the following from the paragraph beginning with “The ground mounted cabinet shall be supplied and installed with an electric service meter socket trim and electrical service disconnect switch ...” on or about page 7-69: “**(removed: thus preventing that space from being used either by equipment supplied as part of the project, or future equipment that would be installed in the rack system. Joe indicated that he would add this language to the detail so it is covered.)**”.

Revise this subsection by replacing the following in the paragraph beginning with “The Contractor shall reconfigure the default user name...” on or around page 7-70; “MaineDOT IT” with “**MaineDOT Traffic Division**”.

In the paragraph beginning with “Tests shall be conducted by the contractor...” on or around page 7-73, amend this subsection by removing “**in the state of Maine and**” after “The facility shall be”.

Amend this Section by adding the following subsection:

**718.13 Field Monitoring Unit (FMU)** This item of work shall conform to this specification. This item shall consist of furnishing and installing a Field Monitoring Unit (FMU) and software, as well as all needed accessories required for a full and complete installation, including but not limited to power adapters, Ethernet cables, and interface cables, as described herein.

Where applicable, communications from MaineDOT's cloud-based Central Management System (CMS) to the on-street traffic signal controllers shall be made through fiber optic interconnect cable connected back to existing internet connections and/or the Field Monitoring Unit (FMU). The Contractor shall furnish and install all materials necessary for a complete and operational fiber optic interconnection to all project intersections as shown on the plans. All connections to the CMS cloud-based system shall be via a secure VPN network.

The FMU shall be the only remote connection device used by isolated intersections to connect to the cloud-based system. All connections shall be encrypted VPN tunnels. The Contractor shall coordinate all configuration settings with MaineDOT IT and the Engineer.

The FMU central web based interface shall be a separate element from the CMS.

**MATERIALS:** The materials for this work shall conform to the following requirements:

1. The work under this item specifies the requirements for the FMU. The FMU shall operate independent of the brand/type of intersection controller deployed in the ATC traffic cabinet.
2. The FMU shall conform to the following requirements:
  - 2.1 The FMU shall function correctly between -34 degrees C and +74 degrees C.
  - 2.2 The FMU shall be provided with appropriately rated connectors that allows the FMU to be exchanged by unplugging connectors, without tools.
  - 2.3 The FMU shall monitor and log all ATC Controller and ATC cabinet faults and or alarms.
  - 2.4 The FMU shall be wired directly to the ATC cabinet.
  - 2.5 The FMU shall have an internal cellular modem running at 4G LTE.
    - 2.5.1 The Cellular modem shall be designed to be replaced / upgraded to 5G service when available.
  - 2.6 The FMU shall incorporate an integrated GPS and cell modem.
  - 2.7 The configuration of the FMU shall be accomplished by accessing the internal web server with a browser. It shall be possible to configure the FMU without any special software.
  - 2.8 The FMU shall be powered via a standard 120V input power.

- 2.9 The FMU shall allow for the routing of the controller configuration packets to and from the controller (either by Ethernet or serial communications) for any type of controller utilized by the MaineDOT. In this way it shall be possible to configure the controller and utilize the controller specific software to interrogate the controller, and the FMU shall provide the communications pipe which allows this to be accomplished.
- 2.10 The FMU shall, within the size limitations above, include a battery and battery charging/monitoring circuit, to allow the FMU to function correctly even when all power to the intersection has failed. The battery shall continue to power the FMU for a minimum of 5 hours after all power has failed to the intersection.
- 2.11 The FMU shall incorporate an integrated GPS which will allow the FMU to geo-locate itself on the FMU management software map, without configuration.
- 2.12 The FMU shall operate without requiring a static IP address. The only configuration required at the FMU is to enter the URL of where the FMU management software is hosted.
- 2.13 In the event that the cell service is interrupted or is not available, the FMU shall store any events that occur in internal memory and forward these events automatically to the FMU management software when the cell service is restored. In this way, a complete record of events at the device can be maintained even if cell service is interrupted for a period. The system will store 5000 events.
- 2.14 The FMU shall utilize HTTP and HTTPS protocols, and XML data structures, for communication with the FMU management software. In this way the data will be open for future expansion and competition. The use of secret proprietary protocols is not permitted.
- 2.15 The FMU shall include Ethernet communications via an Ethernet Port with RJ45 connector.
- 2.16 The FMU shall include weather proof antennas.

### 3. Map Display FMU Management Software

- 3.1 The FMU shall include a scrollable, zoomable map display, with the intersections and other monitored devices shown as representative icons on the map. The map shall include the ability to see the intersections using Google Streetview.
- 3.2 The alarm status of the intersection shall be clearly indicated on the icon on the map, so that the user can see at a glance which intersections are in alarm.
- 3.3 The map display shall also include a list of intersections, with the number and priority of alarms indicated on the list. Intersections in high priority alarm shall be moved to the top

of the list, followed by medium priority, low priority and then finally by intersections not in alarm.

- 3.4 The icons shall change to be able to clearly indicate if an intersection is offline.
- 3.5 Clicking on the icon on the map shall expose a box with the current parameters of the intersection shown.
- 3.6 The default map display position and zoom shall be configurable by user, so that the user's view will default to show the intersections that the user is responsible for managing.
- 3.7 The map view shall have the ability to show Google traffic overlays on the map.

#### 4. Intersection Detail Display FMU Management Software

- 4.1 It shall be possible to drill down, either from the map icon or from the list, to a device level detail for the intersection, which as a minimum shall display the following parameters:
  - 4.1.1 The alarm status, with priority indicated, and a text description of the alarm (if an alarm is present for this device).
  - 4.1.2 The time since the last communication with the device
  - 4.1.3 The following parameters (real time now values, minimum for the day values, maximum for the day values, and average for the day values)
    - 4.1.3.1 The AC mains voltage (value)
    - 4.1.3.2 The battery back-up voltage (value)
    - 4.1.3.3 The cabinet temperature (value)
    - 4.1.3.4 The cabinet humidity (value)
    - 4.1.3.5 The presence of AC power (OK or Fail)
    - 4.1.3.6 The flashing status of the intersection (OK or Flashing)
    - 4.1.3.7 Stop Time status (OK or Stop Time Active)
    - 4.1.3.8 The cabinet door status (Open or Closed)
    - 4.1.3.9 The intersection fan status (Fan On or Fan off)

4.1.4 It shall be possible to view graphs of each of the value parameters in graphical form, over the recent two-week period. This includes real time graphs of:

- 4.1.4.1 The AC mains voltage
- 4.1.4.2 The battery back-up voltage
- 4.1.4.3 The cabinet temperature
- 4.1.4.4 The cabinet humidity

## 5. Diagnostics and Log Display FMU Management Software

5.1 From the device level detail within the FMU management software, it shall be possible to drill down to get the raw data; the error logs; and the communications logs to allow a technician to fault-find problems.

5.2 It shall be possible to filter the logs by Device; by Device Type and/or by Group as well as between dates.

5.3 It shall be possible to print these selected logs to a local printer or a PDF file.

5.4 It shall be possible to export these logs to Excel on the local computer for further analysis.

## 6. Alarms FMU Management Software

6.1 The FMU management software shall have a comprehensive alarm generation capability

6.2 It shall be possible to configure alarms to be generated on any parameter becoming out of tolerance, including analog values, digital values and enumerated values.

6.3 Alarms shall be configurable to be of Low, High or Critical Priority.

6.4 The alarm priority shall be displayed throughout the FMU management software, on all displays, using color codes such as red-critical; yellow – high; and amber-low to indicate the priority of the alarm.

6.5 The current active alarms shall be accessible for view via an expandable window, to see which alarms are active and when the alarm occurred. The highest priority alarms shall rise to the top of the list.

## 7. Alerts FMU Management Software

7.1 The FMU management software shall have comprehensive alerting capability, to enable the response personnel to be notified when an abnormal situation has occurred.

- 7.2 It shall be possible to configure alerts to one or more personnel for each alarm. This will cause, as selected, an SMS and/or an email to be sent to the person when an alarm occurs.
- 7.3 The alert shall be configurable to optionally send via email and/or via SMS a message when an alarm clears.
- 7.4 The intention is that the FMU management software provides the alerts to the user in near real time. The SMS and email shall be issued within 30 seconds of the occurrence of event which results in an alert being issued.

## 8. Hosting and Connectivity and Service FMU / FMU Management Software

- 8.1 The contractor shall supply the FMU with the FMU manufacturers 10 year options for Connectivity and Service, as part of the purchase price. The Connectivity and Service agreement shall include at a minimum:
  - 8.1.1 Cellular Connectivity
  - 8.1.2 No cellular overage charges
  - 8.1.3 Extended warranty on the hardware for the period of the Connectivity and Service Agreement
  - 8.1.4 Over-the-air software updates
  - 8.1.5 Over-the-air security updates
  - 8.1.6 Future Connected Vehicles Service

## Section 719 SIGNING MATERIAL

719.072 Overhead Signing: Revise this subsection by replacing it in entirety with:

**“Sign panels mounted to independent sign support structures and support structure components mounted to bridges passing over the highway are considered to be overhead signing. Overhead signing shall be mounted on W6 by 9 steel beams conforming to the requirements of ASTM A992/A992M, galvanized in accordance with AASHTO M 111 (ASTM A123), or the same size aluminum beams conforming to ASTM B221M, alloys and tempers of 6061-T6, 6063-T6 or 6005-T5. These components shall be horizontally spaced a maximum of 5½ feet on center, extending from the bottom of sign panel to the top. If supplemental signs are included in the contract, these beams will extend from the bottom of the main sign panel to the top of the supplemental sign panel. The maximum distance from the edge of the sign to the center of the W6 by 9 shall not exceed approximately 3½ feet.**

**On independent sign support structures, these W6 by 9 beam components shall be fastened to chords with a pair of appropriately sized U-bolts on each side of the web at each fastening**

location. A similar pair of U-bolt assemblies shall be used in attaching each chord of an overhead component to upright supports. U-bolts for steel support structures shall conform to ASTM A449, Type 1. U-bolt hardware, which includes nuts, flat washers, and helical lock washers, shall be galvanized in accordance with AASHTO M 232 (ASTM A153), ASTM F2329, or ASTM B695, Class 50, Type I. Washers shall conform to the requirements of ASTM F436. The U-bolt material for aluminum support structures, or a combination of steel and aluminum structural components, shall be stainless steel conforming to the requirements of ASTM F593, alloy group 1, with a minimum yield strength of 45 ksi. Steel support structures may also utilize stainless steel hardware assemblies as an alternative to galvanized steel. Nuts shall be of the locking type with nylon inserts. Washers shall conform to the requirements of ASTM A276, Type 302. Flat washers, without helical lock washers, will be acceptable in this stainless steel assembly.

On bridge mounted structures, the fastener configurations shall be depicted in the contract documents. “

## SECTION 720 STRUCTURAL SUPPORTS FOR HIGHWAY SIGNS, LUMINAIRES AND TRAFFIC SIGNALS

720.03 Steel Supports: Revise this subsection by removing the paragraph beginning with “Chord flange splice fastener” and replacing with:

**“Chord flange splice fastener assemblies shall conform to ASTM A325, Type 1, and galvanized in accordance with AASHTO M 232 (ASTM A153), ASTM F2329, or ASTM B695, Class 50, Type I. Other fastener assemblies shall be as specified in Section 719.07, or as approved by the Fabrication Engineer.”**

720.06 Steel H-beam: Revise this subsection by replacing it in its entirety with:

**“Steel H-beam Post shall conform to the requirements of ASTM A992. All work shall conform to the applicable provisions of Section 504 – Structural Steel. Steel shall be hot-dip galvanized in accordance with AASHTO M 111 (ASTM A123). All steel hardware for use with H-beam poles shall be galvanized in accordance with AASHTO M 232 (ASTM A153), ASTM F2329, or ASTM B695, Class 50, Type I.”**

720.07 Anchor Bolts: Revise this subsection by replacing it in its entirety with:

**“Anchor bolts and nuts supplied for aluminum and/or steel supports shall conform to ASTM A449, Type 1, or ASTM F1554, Grade 55, both with a minimum yield strength of 55 ksi. Anchor bolts shall be supplied with 2 heavy hex nuts and 2 hardened washers and unless otherwise specified the anchor bolts shall have a 90° bend with a 6 inch minimum leg length at the lower end. The anchor bolts, nuts and hardened washers shall be galvanized in accordance with AASHTO M 232 (ASTM A153), ASTM F2329, or ASTM B695, Class 50, Type I. The bolt**

**shall be zinc-coated 12 inches from the exposed end, unless otherwise specified. If the anchor bolts are to be used with breakaway devices incorporating the function of a nut, for example, longitudinally grooved breakaway couplings, nuts or washers will not be required.**

**Alternate materials, grades, and designs may be used for anchor bolts subject to approval of the Fabrication Engineer.”**

**720.09 Wood Ornamental Light Standard: Revise this subsection by removing the paragraph beginning with “All bolts shall be” and replacing it with:**

**“All bolts shall be galvanized in accordance with AASHTO M 232 (ASTM A153), ASTM F2329, or ASTM B695, Class 50, Type I.”**

**720.12 Wood Sign Posts** Revise the first sentence so that it reads:

**“Wood sign posts shall be rectangular, straight and sound timber, cut from live growing native spruce, red pine, hemlock, cedar trees or other AWPA approved species, free from loose knots or other structurally weakening defects of importance, such as shake or holes or heart rot.”**

Revise the third paragraph that starts with “When pressure treated...” so that it reads:

**“All sign posts shall be pressure-treated in accordance with AASHTO M 133 and AWPA Standard U1, UC4A, Commodity Specification A: Sawn Products.”**