

**SPECIFICATIONS
AND CONTRACT DOCUMENTS**

**SEWER PIPELINE
REHABILITATION PROJECT
PIR NO. 6291**

**THE WATER WORKS & SEWER BOARD
OF THE CITY OF ANNISTON
931 Noble Street, Suite 200
PO Box 2268
Anniston, AL 36202-2268**

January 2019

PROPOSAL

MADE BY: _____

ADDRESS: _____

**TO: ANNISTON WATER WORKS AND SEWER BOARD
ANNISTON, ALABAMA**

The undersigned, as Bidder, proposes and agrees, if this Bid is accepted, to enter into a Contract with **The Water Works and Sewer Board of the City of Anniston, Alabama** in the form of Contract specified and shown in the attached Contract Documents, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and labor necessary to complete the construction of the work described in the Advertisement for Bids, and in the Contract Documents attached hereto, which are hereby referred to and made a part of the same extent as if fully set herein, and in full and complete accordance with the shown, noted described and reasonably intended requirements of the Plans, Specifications, and Contract Documents, to the full and entire satisfaction of the Owner, with a definite understanding that no money will be allowed for extra work except as set forth in the attached Instructions to Bidders, General Conditions, and other Contract Documents, for the following unit prices and/or lump sum prices as applicable:

PROPOSAL FORM

PIPE CONDITION ASSESSMENT USING CCTV

<u>WORK TYPE</u>	<u>PIPE SIZE</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>	<u>TOTALS</u>
PH 1 INSPECTION PER DIV 2	6" TO 12"				
PH 1 INSPECTION PER DIV 2	13" TO 24"				
PH 1 INSPECTION PER DIV 2	25" TO 30"				
PH 1 INSPECTION PER DIV 2	Over 30"				
PH 4 INSPECTION PER DIV 2	6" TO 12"				
PH 4 INSPECTION PER DIV 2	13" TO 24"				
PH 4 INSPECTION PER DIV 2	25" TO 30"				
PH 4 INSPECTION PER DIV 2	Over 30"				
NONE					
TOTAL BID					

SEWER PIPE CLEANING

<u>WORK TYPE</u>	<u>PIPE SIZE</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>	<u>TOTALS</u>
PH 1 INSPECTION PER DIV 3	6" TO 12"				
PH 1 INSPECTION PER DIV 3	13" TO 24"				
PH 1 INSPECTION PER DIV 3	25" TO 30"	285 FT			
TOTAL					
LIGHT CLEANING PER DIV 3	6" TO 12"				
LIGHT CLEANING PER DIV 3	13" TO 24"				
LIGHT CLEANING PER DIV 3	25" TO 30"				
TOTAL					
HEAVY CLEANING PER DIV 3	6" TO 12"				
HEAVY CLEANING PER DIV 3	13" TO 24"				
HEAVY CLEANING PER DIV 3	25" TO 30"	285 FT			
TOTAL					
ROOT CUT MEDIUM PER DIV 3	6" TO 12"				
ROOT CUT MEDIUM PER DIV 3	13" TO 24"				
ROOT CUT MEDIUM PER DIV 3	25" TO 30"	175 FT			
TOTAL					
ROOT CUT BALL PER DIV 3	6" TO 12"				
ROOT CUT BALL PER DIV 3	13" TO 24"				
ROOT CUT BALL PER DIV 3	25" TO 30"				
TOTAL					

<u>WORK TYPE</u>	<u>PIPE SIZE</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>	<u>TOTALS</u>
DEPOSIT CUT PER DIV 3	6" TO 12"				
DEPOSIT CUT PER DIV 3	13" TO 24"				
DEPOSIT CUT PER DIV 3	25" TO 30"	36 FT			
TOTAL					
LATERAL CUT PER DIV 3	6" TO 12"				
LATERAL CUT PER DIV 3	13" TO 24"				
LATERAL CUT PER DIV 3	25" TO 30"				
TOTAL					
PH 4 INSPECTION PER DIV 3	6" TO 12"				
PH 4 INSPECTION PER DIV 3	13" TO 24"				
PH 4 INSPECTION PER DIV 3	25" TO 30"	285 FT			
TOTAL					
TOTAL BID					

SMOKE TESTING

<u>WORK TYPE</u>	<u>BLANK</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>	<u>TOTALS</u>
SMOKE TESTING PER DIV 4					
NONE					
TOTAL BID					

PIPE BURSTING

<u>WORK TYPE</u>	<u>PIPE SIZE</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>	<u>TOTALS</u>
PIPE BURST EXIST 6" PER DIV 5	8"				
PIPE BURST EXIST 8" PER DIV 5	10"				
PIPE BURST EXIST 10" PER DIV 5	12"				
PIPE BURST EXIST 12" PER DIV 5	14"				
MOBILIZATION PER DIV 5					
PRE-INSPECTION PER DIV 2,5					
POST- INSPECTION PER DIV 2,5					
LIGHT CLEANING PER DIV 3,5					
HEAVY CLEANING PER DIV 3,5					
SERVICE RECONNECTION PER DIV 5					
SERVICE CONNECTION SEALING PER DIV 5					
MANHOLE INTERFACE SEALING PER DIV 5					
BYPASS PUMP SEWAGE PER DIV 5					
NONE					
TOTAL BID					

CURED IN PLACE PIPE

<u>WORK TYPE</u>	<u>PIPE SIZE</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>	<u>TOTALS</u>
CIPP PER DIV 6	6"				
CIPP PER DIV 6	8"				
CIPP PER DIV 6	10"				
CIPP PER DIV 6 (14mm min. thick.)	30"	285 FT			
MOBILIZATION PER DIV 6		1 LS			
PRE-INSPECTION PER DIV 2,6					
POST-INSPECTION PER DIV 2,6	30"	285 FT			
LIGHT CLEANING PER DIV 3,6					
HEAVY CLEANING PER DIV 3,6					
SERVICE RECONNECTION PER DIV 6					
SERVICE CONNECTION SEALING PER DIV 6					
MANHOLE INTERFACE SEALING PER DIV 6					
BYPASS PUMP SEWAGE PER DIV 6					
POINT REPAIR PER DIV 6					
TESTING RESERVE PER DIV 6					
INSPECTOR TRAINING PER DIV 6					
TOTAL BID					

FOLDED PIPE

<u>WORK TYPE</u>	<u>PIPE SIZE</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>	<u>TOTALS</u>
FP PER DIV 7	6"				
FP PER DIV 7	8"				
FP PER DIV 7	10"				
FP PER DIV 7	27"				
MOBILIZATION PER DIV 7					
PRE-INSPECTION PER DIV 2,7					
POST-INSPECTION PER DIV 2,7	27"				
LIGHT CLEANING PER DIV 3,7					
HEAVY CLEANING PER DIV 3,7					
SERVICE RECONNECTION PER DIV 7					
SERVICE CONNECTION SEALING PER DIV 7					
BYPASS PUMP SEWAGE PER DIV 7	27"				
POINT REPAIR PER DIV 7					
TESTING RESERVE PER DIV 7					
INSPECTOR TRAINING PER DIV 7					

<u>WORK TYPE</u>	<u>PIPE SIZE</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>	<u>TOTALS</u>
TOTAL BID					

MANHOLE REHABILITATION

<u>WORK TYPE</u>	<u>MANHOLE DIAMETER</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>	<u>TOTALS</u>
MANHOLE REHABILITATION PER DIV 8					
MOBILIZATION PER DIV 8					
INSPECTOR TRAINING PER DIV 8					
BYPASS PUMP SEWAGE PER DIV 8					
REPLACE MH FRAME/COVER PER DIV 8					
MANHOLE ADJUSTMENT PER DIV 8					
MANHOLE STEPS PER DIV 8					
CHANNEL/BENCH REBUILD PER DIV 8					
TOTAL BID					

1. PIPE CONDITION ASSESSMENT USING CCTV TOTAL NONE
2. SEWER PIPE CLEANING TOTAL \$ _____
3. SMOKE TESTING TOTAL NONE
4. PIPE BURSTING TOTAL NONE
5. CURED IN PLACE PIPE TOTAL \$ _____
Proposed Design Thickness _____ (14mm min.)
6. FOLDED PIPE TOTAL NONE
Proposed Design Thickness _____
7. MANHOLE REHABILITATION TOTAL NONE
8. ALTERNATE BID NONE

TOTAL BASE BID (ITEMS 2 + 5) \$ _____

TOTAL BASE BID (Words) _____

The Bidder declares that he has examined the site of the work, that he has fully informed himself of conditions that would affect the proposed work, that, prior to the tender of his bid, he has examined the Plans, Specifications and Contract Documents for the work and has read all special instructions and provisions contained in the Documents, and that he has satisfied himself with respect to the quality and extent of work to be performed.

The Bidder declares that he understands that, when quantities of work for which unit price bids are requested are shown in the Advertisement for Bids and in the Proposal, such quantities are approximate only and are subject to either increase or decrease, that, should the quantities of any of the work items be increased, the Bidder proposes to perform the additional work at the unit prices bid by him, that, should the quantities of any of the work items be decreased, payment will be made only for the actual quantities of work performed and such payment will be based upon the unit prices bid by him, and that he shall make no claim for profits anticipated on the decrease in quantities of work. Actual quantities will be paid for as the work progresses, in accordance with the provisions of the Contract Agreement, and such quantities shall be subject to final measurements and determinations made upon completion of the work.

The Bidder understands that only the bid items listed in the Proposal Form encompass a means for payment for the entire scope of work in order to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and labor necessary to complete the construction of the work described in the Plans, Specifications and Contract Documents. Therefore, the Bidder should include any costs for carrying out the defined scope of work within the bid items listed in the Proposal Form.

The Bidder understands that the Owner reserves the right, in the Owner's discretion, to reject any or all bids, to waive any informality in any bid, and to accept any bid considered to be advantageous to the Owner.

The Bidder agrees that his bid shall be valid for a period of sixty (60) calendar days after the date set for receipt of bids, and shall not be withdrawn for a period of sixty (60) calendar days after the date set for receipt of bids.

The Bidder has attached hereto either a cashier's check drawn on an Alabama bank or a Bid Bond, executed by a Surety Company duly authorized and qualified to make such bonds in the State of Alabama, payable to The Water Works and Sewer Board of the City of Anniston, Alabama in the amount of 5% of his total bid amount.

The Bidder agrees that, should he be notified that his Bid on the work has been accepted, he will, within ten (10) days from receipt of such notice, execute the formal Contract Agreement bound herein, and will furnish with the Contract, Bonds and Certificates of Insurance Coverage of his construction operations and all of his operations associated with the project, all in accordance with the requirements of the General Conditions.

The Bidder further agrees that, in case of failure on his part to execute said Contract Agreement, and to furnish all Bonds and Certificates of Insurance required by the Contract Documents, within ten (10) consecutive calendar days after receipt of notice of award of Contract to him, the

monies payable to the Obligee of his Bid Bond, in accordance with the terms and conditions of the Bond, shall be paid to the Owner as liquidated damages for the delay and additional expense to the Owner caused by such failure on the part of the Bidder.

The Bidder hereby agrees that, should the work under the Contract be awarded to him, he will commence work under this Contract on such date as specified in written "Notice to Proceed" given by the Owner, and that he will fully complete the Contract within **fifteen (15) calendar days** thereafter.

The Bidder further agrees to pay, as liquidated damages, the sum of **\$250.00** for each consecutive calendar day after the date set for completion of the work as provided in the General Conditions. The Bidder further agrees that he will not make any claim for extra compensation should completion of work under the Contract be accomplished in advance of the time specified hereinabove.

The undersigned Bidder states that he fully understands the meaning of "low, responsive, responsible Bidder" as defined in these Documents, and that these criteria will be applied in the evaluation of this Bid.

The Bidder acknowledges receipt of the following addenda: NONE

The undersigned, as Bidder, hereby declares that the name (or names) of the only person (or persons) interested in this Proposal, as principal (or principals), is (or are) as hereinbelow set out and that no person other than that (or those) hereinbelow stated has any interest in this Proposal, or in the Contract to be entered into; that this Proposal is made without connection with any other person, firm or corporation making a proposal; and that it is in all respect fair and in good faith, without collusion or fraud.

Following are the names and addresses of all persons, firms, and corporation interested in the foregoing bid:

Address:

Respectfully submitted,

By: _____

Title

Date: _____

Contractor's license No. _____
(SEAL - if Bid is made by a Corporation)

**NOTICE TO CONTRACTORS
ADVERTISEMENT FOR BIDS**

Sealed Bids will be received by The Water Works and Sewer Board of the City of Anniston, Alabama at the Office of the of Board at 931 Noble Street, Suite 200 Anniston, Alabama, until 10:00 AM, local time **Tuesday, January 29, 2019**, for furnishing all labor, tools, materials and equipment, and for doing the work of constructing, according to the Plans, Specifications and Contract Documents the SEWER PIPELINE REHABILITATION PROJECT, PIR NO. 6291 as described in the Bid Documents available for review at the Board Office or at awwsb.org. No bids will be received after the time set forth hereinabove, and the Proposals will be publicly opened and read. For Plans, Specifications, and Contract Documents please go to awwsb.org and click "Opportunities", call Phillip T. Burgett at (256) 241-5002, or email pburgett@awwsb.org. Potential bidders should frequently check awwsb.org until date of bid opening for latest information and addenda.

THE WATER WORKS & SEWER BOARD OF
THE CITY OF ANNISTON, ALABAMA

By: _____
Edward A. Turner, General Manager

INSTRUCTIONS TO BIDDERS

RECEIPT OF BIDS

Sealed Bids will be received by The Water Works and Sewer Board of the City of Anniston, Alabama at the office of the Board at 931 Noble Street, Suite 200, Anniston, Alabama until 10:00 AM local time **Tuesday, January 29, 2019**, for furnishing all labor, tools, materials and equipment, and for doing the work of construction, according to the Plans, Specifications and Contract Documents the SEWER PIPELINE REHABILITATION PROJECT, PIR NO. 6291 as described in the Bid Documents available for review at the Board Office. No bids will be received after the time set forth hereinabove, and the Proposals will be publicly opened and read.

PLANS AND SPECIFICATIONS

Plans, Specifications, and Contract Documents are open to public inspection at the Office of the Board at 931 Noble Street, Suite 200, Anniston, Alabama. Plans, Specifications, and Contract Documents will be issued from Engineering Service's office to the Contractors and Suppliers in accordance with the following schedule:

A deposit of **\$0.00 per set** will be required for each set of Plans, Specifications, and Contract Documents issued.

The full amount of deposit for all returned sets of Plans, Specifications, and Contract Documents will be returned to bidders submitting bonafide Sealed Bids for construction of the project, provided all Plans, Specifications, and Contract Documents are returned to Engineering Services in reusable condition within ten (10) days after the opening of the bids.

All other deposits will be partially refunded in amount equal to one-half of deposit made on each set of Plans, Specifications, and Contract Documents returned to the Engineers in reusable condition within ten (10) days after the opening of Bids.

Also, Plans, Specifications, and Contract Documents can be viewed and printed by going The Water Works and Sewer Board of the City of Anniston website at awwsb.org.

DEFINITIONS

The following terms as used in these Specifications and Contract Documents, are respectively defined as follows:

- | | |
|---|--|
| (a) <u>"Contractor" or "Contractors":</u> | The person, firm or corporation signing the Contract with the Owner. |
| (b) <u>"Sub-Contractor":</u> | One who contracts with the Contractor to perform all or any part of the Contract to be performed by the Contractor under the attached Documents. |
| (c) <u>"Work at Site of Project":</u> | Work to be performed, including work normally done at the location of the project. |

- (d) "Purchaser, Owner, Authority": The Water Works and Sewer Board of the City of Anniston, Anniston, Alabama
- (e) "Engineer" or "Engineers": Anniston Water Works and Sewer Board Manager - Engineering Services, or his duly authorized representative.
- (f) "Days": Calendar days, unless otherwise specified.
- (g) "Proposal" : Wherever "Proposal" is used, it shall mean "Bid".

PROPOSAL FORM

The Engineers will furnish Bidders with a form of Proposal. No bid will be considered unless submitted on such form. All papers bound with, or attached to the Proposal Form (including Instructions to Bidders, Advertisement for Bids, General Conditions, Specifications, Contract Documents, Bond Forms, Addenda, etc.) are a necessary part thereof and must not be detached.

The Bidders shall complete the Proposal Form in the manner prescribed, using ink for writing figures, or figures may be typed. The Bidder must sign the Bid correctly and legibly; and shall state his interest, title, or office in the company submitting the Bid. If the Bid should be made by an individual, his full name and address shall be shown; if made by a firm or partnership, the full name and address of each member of the firm or each partner shall be shown; and if made by a corporation, the full names and addresses of the president, secretary and treasurer shall be shown.

Should the Proposal Form not be fully completed in ink by the Contractor, the Bid may be deemed to be informal and may be rejected. The amount in the Column "Total Amount for Item", in the Proposal Form, will be calculated by multiplying the number of units shown for each item by the Unit price for the item. The sum total of all the amounts, including the amounts bid for any lump sum price items, will be the Total of Amount Bid.

The Proposal Form shall be fully completed in accordance with the Instruction to Bidders, in accordance with any instructions to bidders given in the Specifications, and without any excisions, alterations, special conditions or alterations made by the Bidder. The Bidder shall be fully responsive to all instructions relating to the Proposal.

BIDS

Bids shall be enclosed in a sealed envelope, endorsed **SEWER PIPELINE REHABILITATION PROJECT, PIR NO. 6291**, and addressed to The Water Works and Sewer Board of the City of Anniston, Anniston, Alabama.

The Bidder shall show, on the outside of the envelope and on the last page of the Proposal Form, his Contractor's License Number for the State of Alabama, and shall also show, on the outside of the envelope, his name and address.

No Bid will be received after the time specified in the Advertisement for Bids.

Any Bidder may withdraw his bid, either personally or by telegraphic or written request, at any time prior to the scheduled closing time for the receipt of bids.

No Bidder may withdraw his bid for a period of sixty (60) days after the scheduled closing time for receipt of bids, as set forth in the Advertisement for Bids.

The Owner reserves the right to reject any or all bids, to waive any informalities in any bid, and to accept any bid considered advantageous to the Owner.

AWARD OF CONTRACT

The Contract, if awarded, will be awarded to the low, responsive, responsible bidder as soon as practicable, provided a satisfactory bid has been received. **The low bid will be determined by the sum of the Base Bid plus any Alternate Bid that the Owner elects to award.** In order to be considered for the award of the Contract, the Bidder shall demonstrate to the Owner that he possesses all of the above named qualifications.

GUARANTY

Each Bidder must enclose with his Proposal a bid bond executed by a surety company duly authorized and qualified to make such bonds in the State of Alabama, or a cashier's check drawn on an Alabama bank in the amount of not less than five percent (5%) of the total bid. The payee of such bond or cashier's check shall be **The Water Works and Sewer Board of the City of Anniston, Anniston, Alabama.** The Bid Bond or cashier's check shall bear the same date as that set for receipt of bids.

Bid Bonds shall be returned to all bidders, other than the low and two next low bidders, when the low bids have been determined. Those of the three low bidders will be returned after execution of the Contract.

If a bidder to whom a contract is awarded shall refuse or neglect to execute the contract and furnish security in the amount required within ten (10) days after the notice has been given him of such award, his bid bond shall be forfeited to the Owner as liquidated damages for such refusal or neglect.

The successful bidder will be required to furnish, through an authorized agent in the State of Alabama a Performance Bond, Labor and Material Bond, Employer's Liability and Workmen Compensation Insurance, Public Liability and Property Damage Insurance, Comprehensive Automobile Liability Special Hazards or Perils and shall furnish proof of carriage of all of the above insurance all as set out in detail under "General Conditions" of these Specifications. The Performance Bond and the Labor and Material Bond must be countersigned by an agent whose office is located in the State of Alabama and who is authorized to do business in the State of Alabama; and a valid Power-of-Attorney shall be attached to each Bond.

INTERPRETATIONS

If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the Plans, Specifications, or other proposed Contract Documents, he may submit a written request to the Engineers for interpretations thereof. The persons submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made by addendum duly issued, and copy of such addendum will be mailed by certified mail (with return receipt requested) or delivered to each person receiving a set of such documents. The Owner will not be responsible for any other explanation or interpretation of the proposed documents.

COMMENCEMENT AND COMPLETION OF WORK

Following the execution of the Contract by the Owner and the Contractor, the Contractor will be authorized to commence work by written order from the Owner. The Contractor shall then commence work on the project within the time stated in the Proposal, unless such time stated is extended by mutual agreement between the Owner and the Contractor, and shall fully complete all work under the Contract within the number of consecutive calendar days specified in the Contract.

FAMILIARITY WITH LAWS

The Bidder is assumed to have familiarized himself with all state laws and with all local ordinances and regulations which, in any manner, may affect the conduct of the work or those engaged or employed on the work, and no pleas of misunderstanding will be considered.

The attention of bidders is called to the provisions of State law Governing General Contractors, as set forth in Sections 34-8-1 to 34-8-24, inclusive, Code of Alabama of 1975 and Supp. 1996 and, as amended; and bidders shall be governed by the provisions of said law insofar as it is applicable. The above mentioned provisions of the Code make it illegal for the Owner to consider a bid from anyone who is not properly licensed under such code provisions. The Owner, therefore, will not consider any bid unless the bidder produces evidence that he is so licensed. Neither will the Owner enter into a Contract with a foreign corporation which is not qualified under State Law to do business in the State of Alabama.

The attention of nonresident bidders is called to the provisions of Alabama Law, Act No. 84-227, requiring every nonresident contractor, as defined in Section 39-2-14, Code of Alabama 1975 and Supp. 1996, as amended, to register with the Department of Revenue prior to engaging in the performance of a Contract in the State of Alabama, and to deposit with the Department of Revenue an amount, or approved corporate surety bond in lieu thereof, equal to five percent (5%) of the amount such contractor is to receive for performance of the contract, such amount or bond to be held pending completion of the contract and the payment of taxes due the State and the governmental bodies.

The attention of nonresident bidders is called to the provisions of Alabama Law, Section 39-3-5, Code of Alabama 1975, as amended, relating to preference to be given to resident contractors in Alabama over nonresident contractors in the award of contracts in the same manner and to the same extent as provided by the laws of the state of domicile of the nonresident contractor, and to the requirements that the bid documents tendered by any nonresident contractor must be accompanied by "a written opinion of an attorney-at-law licensed to practice law in such nonresident contractor's state of domicile as to the preference, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that state in the letting of any or all public contracts" (sic).

The bidder is advised that the above referenced act is subject to the opinion of the Attorney General of the State of Alabama.

ASSIGNMENT OF CONTRACT

The Contractor shall not assign his Contract, nor any part thereof, nor any monies due, or to become due thereunder, without prior written consent of the Owner. In case the Contractor, with the consent of the Owner assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in or to any monies due or to become due to the Contractor shall be subject to prior valid claims of all persons, firms, and corporation for services rendered or materials supplied for the performance of work under his Contract.

SUB-CONTRACTING

No part of the Contract shall be sublet without the prior written consent of the Owner. The Contractor shall, following execution of the Contract, immediately submit to the Owner the names of sub-contractors whom he proposes to employ on the project.

EXECUTION OF CONTRACT

The Contract Documents shall be executed in duplicate, each counterpart of which shall be considered as an original without accounting for the absence of any of the other counterparts or copies.

QUALIFICATIONS OF BIDDERS

A responsive bid shall be evidenced by: (1), a Proposal Form complete in accordance with the Instruction to Bidders and with instructions and/or requests contained in any other sections of the Contract Documents; (2), a Proposal Form not evidencing any apparent unbalanced pricing for performance of the items of work; (3), a Proposal Form without excisions, alterations, special conditions or qualifications made by the Bidder; and, (4), a Proposal Form containing no alternative bids or offerings (by inclusion, attachment, or otherwise) for any items unless such alternative bids or offers are requested in the Technical Specifications.

That a Bidder is responsible may be evidenced by the following facts: (1), that he maintains a permanent place of business; (2), that he has adequate financial capability for meeting the obligations contingent to the work; (3), that he has adequate plant equipment to properly perform the work within the time limit specified; and (4), that he has a competent and experienced organization. In order to be considered for the award the Bidder shall present to the Owner satisfactory evidence that: (1), he has the necessary capital and financial resources to undertake and complete the project; (2), he has equipment, in good working order, adequate for performance of work within the time specified; (3), he has within his organization, at the time the construction management and supervisory personnel available for assignment to the project; (4), the construction management and supervisory personnel are skilled and experienced in the particular type of work to be undertaken on the project; and (5), he has performed and completed similar work of similar magnitude in a satisfactory manner.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,

as Principal, and _____

as Surety, are hereby held and firmly bound unto _____

as owner in the penal sum of _____

_____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed, this _____ day of _____, 20____.

The condition of the above obligation is such that whereas the Principal has submitted to _____

_____ a certain Bid, attached hereto and hereby made a part hereof to

enter into a contract in writing, for the _____

NOW, THEREFORE,

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

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

The Surety for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

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

Principal (L.S.)

Surety

SEAL

By: _____

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into as of the _____ day of _____

in the year of 20____, by and between The Water Works and Sewer Board of the City of Anniston, (hereinafter called the Owner), and

(hereinafter called the Contractor)

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

Article I. CONTRACT DOCUMENTS. The Contract Documents shall consist of: this Agreement; Contractor's Proposal; Contractor's Bid Bond; Notice to Contractors (Advertisement for Bids); Instructions to Bidders; General Conditions; Supplemental Conditions; Performance Bond; Labor and Material Payment Bond; all Addenda issued prior to the submittal of the Proposal; all Modifications issued and agreed upon by the Owner and the Contractor prior to and subsequent to the execution of this Agreement; and the Plans (Contract Drawings) and Specifications as prepared by Engineering Services of The Water Works and Sewer Board of the City of Anniston, and as on file in the office of the Owner. The documents enumerated hereinabove form the Contract and all are as fully a part of the Contract as if attached to this Agreement and/or fully set forth herein.

Article II. SCOPE OF WORK. The work to be done under this Contract by the Contractor, at his own cost, shall consist of furnishing all labor, materials, supplies, tools and equipment, and of performing all work necessary to construct and fully complete the project entitled, **SEWER PIPELINE REHABILITATION PROJECT, PIR NO. 6291**, all in accordance with the Contract Drawings and Specifications and with the requirements and provisions of the Contract Documents, all of which form this Contract.

Article III. TIME OF COMPLETION. The work to be performed under this Contract shall be commenced within 7 calendar days after the date on which the Notice to Proceed is issued. The work shall be fully completed within **15 calendar days** after the date on which the Notice to Proceed is issued, subject, however, to such extensions of time as may be authorized in accordance with the provisions of the Contract Documents.

Should the work under this Contract not be fully completed within the time specified, it is

understood and agreed that there will be deducted from the periodic and final estimates of work performed by the Contractor a sum computed at the rate of \$ 250.00 per day for each additional day required to fully complete the work, beginning from the specified date of completion and extending to the date of final acceptance of the work. It is understood and agreed that the sum thus deducted is not a penalty, but money due to reimburse the Owner for the extra cost and expense caused by the delay in the completion of the work. It is also understood and agreed that, in the event that the work should be completed in advance of the completion date specified, the Contractor will make no claim for extra payment therefore.

Article IV. CONTRACT PRICE. The Owner shall pay the Contractor in full payment for performance of work under this Contract, in accordance with the price or prices set forth in the Proposal submitted by the Contractor, which proposal is bound herewith and made a part hereof to the same extent as if fully set out herein, but subject to such additions and deductions as provided for in the Contract Documents, the sum of

_____ (\$ _____)

The Contract Price shall be equitably adjusted to compensate for any changes in the work as may be ordered by the Owner.

Article V. CHANGES IN WORK AND EXTRA WORK. The Owner shall have the right to increase or decrease quantities of work, to make changes in the work, and to require the Contractor to perform extra work necessary for the satisfactory completion of the project.

Where new and/or additional items of work are found to be necessary for the satisfactory completion of the project, and where the character of the work is such that a reasonable price for the performance of the work cannot be established by use of contract prices or combinations thereof, such new and/or additional items of work shall be classed as Extra Work.

Where the satisfactory completion of the project requires that changes in work be effected or extra work be ordered, the procedure to be followed in such cases shall be in accordance with the provisions of the Articles of the General Conditions relating to CHANGES IN WORK, EXTRA WORK, and PAYMENT FOR EXTRA WORK.

Article VI. PROGRESS PAYMENTS. The Owner shall make progress payments to the Contractor in amounts equal to values of work performed on the project through the closing dates of the preceding estimate periods, but less five percent (5%) of the combined values and less previous payments made. The five percent (5%) retained percentage may be held by the Owner until the value of work completed at end of any estimate period equals or exceeds fifty percent (50%) of the total amount of the Contract, after which time, no further retainage will be withheld. The retainage as set forth above shall be held until final completion and acceptance of the Contract. When the work has been substantially completed, reviewed by the Owner and the Engineer, and found to be in accordance with the provisions of the Contract Documents, the retainage may be reduced to such an amount as would reasonably cover the cost of correction of minor items of work heretofore found to be faulty and the cost of work remaining to be done in order to effect the completion of all of the work in full accordance with the provisions of the

Contract Documents. Progress payments will be made in accordance with the provisions of the General Conditions, Periodic or Partial Payments.

Article VII. FINAL PAYMENT. Final payment, constituting the entire balance of the Contract Price, shall be paid by the Owner to the Contractor within thirty days after the acceptance of the work. The work will not be accepted until the Contractor has certified that he has completed all of the work in full accordance with the provisions of the Contract Documents, the Owner and the Engineer have completed the final review of the work and found that it has been fully completed in accordance with the provisions of the Contract Documents, the Contractor has advertised completion of the work in accordance with the General Conditions, and the Contractor has presented to the Owner satisfactory evidence that all indebtedness connected with the work has been fully paid and satisfied, all as set forth in of the General Conditions.

Article VIII. MISCELLANEOUS PROVISIONS. Terms used in this Agreement which are defined in the General Conditions and in the Instructions to Bidders shall have the same meanings as designated in those component parts of the Contract Documents.

The Contract Documents, which constitute the entire agreement between the Owner and the Contractor are listed in Article I of this Agreement and, except for Modifications issued after the execution of this Agreement, are enumerated hereinbelow. The signatures which appear hereunder shall have the same force and effect as if appearing on all of the Contract Documents enumerated as follows:

- | | | | |
|-----|--------------------------|-------|-------|
| 1. | Contract Agreement | Pages | _____ |
| 2. | Proposal | Pages | _____ |
| 3. | Bid Bond | Pages | _____ |
| 4. | Advertisement for Bids | Pages | _____ |
| 5. | Instructions to Bidders | Pages | _____ |
| 6. | General Conditions | Pages | _____ |
| 7. | Supplementary Conditions | Pages | _____ |
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| 9. | Labor and Material | Pages | _____ |
| 10. | Payment Bond | Pages | _____ |

11. Specifications

Pages _____
and Sections

12. Drawings

Pages _____

13. Addenda

In Witness Whereof, the parties have executed this Contract on the day and date first above written in two (2) original counterparts.

The Water Works and
Sewer Board of the City of Anniston

By: _____

By: _____

Title: _____

Title: _____

Witness: _____

Witness: _____

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, That we, _____
_____, hereinafter called the Principal, and

hereinafter called the Surety, do acknowledge ourselves to be held and firmly bound unto _____

hereinafter called the Owner, in the penal sum of _____
_____ (\$ _____)

for payment of which sum well and truly to be made in lawful money of the United States, we bind ourselves, our successors, heirs, executors, administrators, assigns and personal representatives, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION OR BOND IS THIS: WHEREAS, the Principal has entered into a certain written contract with the OWNER, bearing the date of, _____
_____ 20 _____ for the construction of _____

a copy of which contract is attached hereto, incorporated herein by reference, and made a part of to the same extent as if set out herein in full, and the Principal and Surety are bound under this Bond which shall remain in full force and effect until all claims and demands with respect to labor and materials connected with the work under the contract have been satisfied, subject however to statutory limitations and to such other conditions as hereinafter stated.

NOW, THEREFORE, if the Principal and all Subcontractors to whom any portion of the work provided for in the contract is sublet, and all assignees of said Principal and said sub- contractors, shall promptly make payment to all persons, firms, subcontractors and corporations for furnishing said Principal and said Subcontractors with labor, materials, equipment, machinery, parts, fuel, foodstuffs, supplies, or repairs on machinery or equipment used in or incorporated in the work, for performing any work in connection with the prosecution of the work under the Contract, and under any modifications or extensions thereof, for all insurance premiums in connection with the work, for all labor performed in connection with the work whether by subcontractor or otherwise, or for reasonable attorney's fees incurred by any claimant or claimants in suits under this Bond, then this obligation shall be void; otherwise it shall remain in full force and effect.

PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees

that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or to the Specifications accompanying the same, shall in any wise affect the obligation of the Surety under this Bond, and the Surety does hereby waive notice of any such change, extension of time, or alteration or addition to the terms of the Contract or to the Specifications.

PROVIDED FURTHER, that this Bond is subject to the following limitations and conditions:

- (a) Any person, firm or corporation who has furnished labor, materials, equipment, machinery, fuel, parts, foodstuffs, supplies, or repairs for machinery or equipment used or incorporated in the prosecution of the work under the Contract, or amendment or extension thereof, and who has not received due payment for furnishing such items, shall have a direct right of action in his or their name or names against the Principal and Surety on this Bond, which right of action shall be asserted in a proceeding instituted in a Court of competent jurisdiction in the area in which the work under the contract has been performed. Such right of action shall be asserted in a proceeding brought in the name of the claimant for his or their use and benefit against said Principal or Surety, or either of them not later than one year after the final settlement of the contract, in which action such claim or claims shall be adjudicated and judgment thereon.
- (b) In addition to any other legal mode of service, service of summons and other process in suits brought on this Bond may be had on the Principal or Surety by leaving a copy of the summons and complaint, or other pleading or process, with the

and the principal and the Surety agree to be bound by such mode of service above described, and consent that such service shall be the same as personal service on the Principal or Surety.

- (c) The Surety shall not be liable hereunder for any damage or compensation recoverable under any workmen's compensation or employer's liability statute.
- (d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than one year after final settlement of the said Contract.
- (e) No final settlement between the Owner and the Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall, without proof of or accounting for the other counterparts, be deemed an original, on this day the _____ day of _____, 20 _____.

ATTEST:

By: _____
(Principal Secretary)

Witness as to Principal

Address

ATTEST:

(Surety)Secretary

Witness to Surety

Address

Principal

By: _____

Title _____

Address

Surety

By: _____
Attorney-in-fact

Address

Countersigned: _____

Resident Agent of Surety

Address of Resident Agent
of Surety

Phone No.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that we _____

hereinafter called the Principal, and _____

hereinafter called the Surety, do acknowledge, ourselves to be held and firmly bound unto _____

hereinafter called the Owner, in the penal sum of (\$ _____)

for payment of which sum well and truly to be made in lawful money of the United States, we bind ourselves, our successors, heirs, executors, administrators, assigns and personal representatives, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION OR BOND IS THIS:

Whereas, the Principal has entered into a certain written contract with the Owner, bearing the date of _____, 20____, for the construction of _____

a copy of which contract is attached hereto, incorporated herein by reference, and made a part of to the same extent as if set out herein in full, and the Principal and Surety are bound under this Bond which shall remain in full force and effect until all of the work under the Contract has been fully completed in full accordance with the covenants, terms, conditions, agreements and provisions of the Contract.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform all his duties, undertakings and obligations, all in accordance with the covenants, terms, conditions, agreements and provisions of the Contract during the original term thereof, and during any extensions thereof which may be granted by the Owner with or without the consent of the Surety, and if the Principal shall satisfy all claims and demands incurred under the Contract, shall fully correct all faulty work, shall fully indemnify and save harmless the Owner from all costs and damages whatsoever which the Owner may suffer by reason of any failure on the part of the Principal to do so, and shall fully reimburse and repay the Owner for any and all outlay and expense, including all additional engineering costs, all legal costs and attorney's fees, which the

Owner may incur in making good any default, then this obligation shall be void; otherwise, it shall remain in full force and effect.

Be it also understood that should the Principal be declared in default under the terms of the Contract, the Owner having performed Owner's obligations thereunder, the Surety shall promptly:

- (1) Remedy the default of the Principal, or
- (2) Complete the work under the Contract in full accordance with the terms and conditions of the Contract, using a contractor chosen by the Surety and approved by the Owner, or
- (3) Assist the Owner in securing a contractor who shall fully complete the work under the Contract in full accordance with the covenants, terms, conditions, agreements and provisions of the Contract.

"Promptly", as used herein, shall be defined as "initiating the resumption of full-scale construction work by the Contractor and all sub-contractors under the Contract within thirty (30) days from the date on which the Owner has declared the Principal to be in default" .

Whichever of the three methods may be used by the Surety to complete the work under the Contract (after the Principal has been declared to be in default), the Surety shall pay to the Owner any extra or additional costs incurred by the Owner by reason of the default of the Principal and the subsequent completion of the work under the Contract by the Surety .

PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or to the Specifications accompanying the same, shall in any wise affect the obligation of the Surety under this Bond and the Surety does hereby waive notice of any such change, extension of time, or alteration or addition to the terms of the Contract or to the work or to the Specifications.

PROVIDED FURTHER, that no final settlement between the Owner and the Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall, without proof of or accounting for the other counterparts, be deemed an original, on this day the _____ day of _____, 20 _____.

ATTEST:

By: _____
(Principal Secretary)

Principal

By: _____

Title _____

Address

Witness as to Principal

Address

Surety

ATTEST:

(Surety)Secretary

By: _____
Attorney-in-fact

Address

Witness to Surety

Address

Countersigned: _____

Resident Agent of Surety

Address of Resident Agent
of Surety

Phone No.

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DIVISION 1

GENERAL CONDITIONS

01000 PAYMENT

The Owner shall, on or before the 15th day of each calendar month, make a progress payment to the contractor, and such payment shall be based upon a duly certified and approved estimate of the work performed under the Contract during the preceding calendar month, but, to ensure the proper performance of the work under this Contract, the Owner shall retain five percent (5%) of the amount of each estimate until final completion and acceptance of all work covered under this Contract. Such periodic payment shall, however, be subject to the following provisions:

- A. That the Contractor or his Superintendent on the work shall have agreed with the representative of the Engineer regarding value of work performed during an estimate period before the estimate is submitted to the Engineer.
- B. That the estimate of value of work performed in the month preceding the month during which payment is to be made be submitted to the Engineer by the first day of the calendar month during which payment is to be made.
- C. That payment may not be made for work on which satisfactory test reports have not been received before the submittal of the estimate.
- D. That payment shall not be made for defective work, or faulty work not completely corrected before the submittal of the estimate.
- E. That if, after fifty percent (50%) of the construction work, including the value of materials and/or equipment stored, has been satisfactorily completed, no additional deduction for retainage will be made from the succeeding periodic payments made to the Contractor after the retainage amount becomes equal to five percent (5%) of one-half of the completed construction value of the project. The intent of this provision is that, at the time when the value of the completed Contract work equals or exceeds fifty percent (50%) of the completed contract value no additional retainage will be withheld so that the retainage amount shall be equal to two and one-half percent (2 ½ %) of the completed Contract value, and this amount shall be retained until the Contract has been completed and the work has been accepted subject, however, to other provisions of these General Conditions.
- F. That, following a certification by the Engineer that the work has been substantially completed in accordance with the provisions of the Contract Documents but has not yet been fully completed and accepted, the retainage may be reduced to such an amount as would reasonably cover the cost of correction of minor items of work heretofore found to be faulty and the cost of the work remaining to be done in order to effect the completion of all of the work in full accordance with the provisions of the Contract Documents. The consent of the Surety shall be obtained prior to any reduction in retainage.

The value of preparatory work done and the value of materials and/or equipment stored on the site may be taken into consideration in the preparation of estimates, provided that materials stored meet the requirements of the Contract Documents.

The Contractor agrees that he will indemnify and save the Owner harmless from all claims arising out of the lawful demands of subcontractors, labors, workmen, mechanics, and suppliers of machinery, parts, equipment, power tools, fuel, materials and other construction items, incurred in the performance of work under this Contract. The Contractor shall, at the Owners request, furnish satisfactory evidence that all obligations of the nature hereinabove described have been paid, discharged, or waived. If the Contractor should fail to do so, then the Owner may, after having served written notice on the Contractor, either directly pay those unpaid bills of which the Owner has received written notice, or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is presented that all such liabilities have been fully discharged, whereupon payment to the Contractor shall be resumed in accordance with the terms of this Contract, but, in no event, shall the provisions of this sentence be construed to impress upon the Owner any obligations to either the Contractor or the Surety. In paying any unpaid bills of the Contractor the Owner shall be deemed to be the temporary agent of the Contractor for this specified purpose; and any payment so made by the Owner shall be considered a payment made under the Contract by the Owner to the Contractor, and the Owner shall not be liable to the Contractor for any such payments made in good faith.

01010 LOCATION OF THE WORK

The location of the work is shown on the Contract Drawings. The Owner will provide access to the work site (or sites) as shown on the Drawings.

01015 WORK TO BE PERFORMED

The work to be performed under this Contract shall include, but without limitation, the furnishing of all materials, labor, tools, appliances, equipment, transportation and services necessary to accomplish the work, and the construction complete of all facilities and improvements as described and/or shown on the Plans and/or Specifications.

01026 INSURANCE

The Contractor shall not commence any work on the project until he obtains at his own expense all required insurance; and the Contractor shall not, at any time, conduct any operations on the project or associated with the project unless such operations are covered by the specified insurance. Such insurance must have the approval of the Owner as to limit, form, and amount. The Contractor shall not permit any subcontractor to commence work on the project until the same insurance requirements have been complied with by such subcontractor (or subcontractors). The insurance coverage shall be maintained throughout the full period of the contract. Any insurance bearing on adequacy of performance shall be maintained after completion of the project for the full guaranty period.

As evidence of specified insurance coverage the Owner may in lieu of receipt of actual policies accept certificates issued by the insurance carrier showing such policies to be in force for the specified period.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the

Contractor's responsibility for payment of damages resulting from his operations under this Contract.

The types of insurance that the Contractor shall be required to obtain and maintain for the full period of the Contract are listed hereinbelow:

- a. Workman's Compensation and Employer's Liability Insurance shall be in strict accordance with the requirements of the current and applicable Workmen's Compensation Laws of the State. The insurance shall cover all of the Contractor's employees employed or associated with the project; and where any part of the work is subcontracted, the Contractor shall require the subcontractor to provide similar Workmen's Compensation and Employer's Liability Insurance for all employees of the subcontractor unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this Contract is not protected under the Workmen's Compensation Statute the Contractor shall provide, and shall cause such subcontractor to provide, adequate coverage for the protection of all employees on the project not otherwise protected under applicable provisions of the Statutes relating to Workmen's Compensation and Employer's Liability Insurance.
- b. Comprehensive General Liability Insurance shall protect the Contractor and any subcontractors performing work under this Contract from any claims for bodily injury, for sickness or disease, for death, for personal injury, and for property damages which may arise either directly or indirectly out of, or in connection with, the performance of work under this Contract. The minimum limits of coverage shall be as follows:

Bodily Injury \$1,000,000 each occurrence, \$1,000,000 aggregate
Property Damage \$500,000 each occurrence, \$600,000 aggregate
Personal Injury \$250,000 each occurrence, \$250,000 aggregate

The naming of minimum limits of coverage shall not be construed as limiting the Contractor's responsibility to provide contractual coverage sufficiently broad to ensure the provisions of the Section of these General Conditions relating to Indemnity, or limiting the responsibilities of the Contractor as outlined under the aforesaid Section.

- c. Comprehensive Automobile Liability Insurance shall protect the Contractor and any subcontractor performing work under this Contract from any claims for bodily injury, for death, and for property damages which may arise either directly or indirectly out of, or in connection with, the performance of work under this Contract. The minimum limits of coverage shall be as follows:

Bodily Injury - \$600,000 per person, \$1,000,000 each occurrence
Property Damage - \$260,000 each occurrence

The naming of minimum limits of coverage shall not be construed as limiting the Contractor's responsibility to provide contractual coverage sufficiently broad to ensure the provisions of the Section of these General Conditions relating to Indemnity, or limiting the responsibilities of the Contractor as outlined under the aforesaid Section.

- d. Property Insurance shall afford protection against physical damage to the insured

property during the entire construction period. Insurable portions of the project shall be covered on a completed value basis; and at any given time the dollar coverage provided shall be actual value of completed work, value of work in progress, and value of stored materials. The policy by its own terms or by endorsement shall specifically permit partial or beneficial occupancy or use prior to completion or acceptance of the entire work. Perils named in the policy shall be Fire and Lightning, Extended Coverage, Vandalism and Malicious Mischief, and other perils associated with the particular nature and character of the work.

- e. Special Hazards or Perils. The Liability and Property Damage Insurance Coverage of the Contractor's operations shall provide adequate protection against any death any bodily injury or any property damage resulting from the blasting operations in connection with the Contractor's work, or in connection with the work of his subcontractors.

Insurance carried by the Contractor on the insurable portions of the work shall not relieve the Contractor of the responsibility for the protection of all materials and all work until the project has been accepted by the Owner. Any loss suffered on the project by reason of the perils named under Section 01026d, or under this sub-part of Section 01026, shall be borne by the Contractor and/or the Insurance Company providing the coverage for the Contractor; and the Owner shall not be liable for any cost of replacement of lost or damaged work or material.

The Contractor shall purchase Builder's Risk "all risk" insurance providing protection against losses stemming from natural disasters.

- f. Protection of the Owner and the Engineers. The Owner and his agents, and the Engineers shall also be named insured's in all insurance policies provided by the Contractor for his own protection and for that of his subcontractors.

In the event that the Contractor or his Surety is prevented by law or by charter from naming the Owner and his agents, and the Engineers, as insured's in the policies providing the coverage's listed under this Section, the Contractor shall purchase and maintain during the life of this agreement Owner's & Contractor's Protective Liability Insurance in amount of not less than \$1,000,000.00; and the named insured's shall be the Owner, his agents, and the Engineers. The insurance shall protect the Owner and his agents, and the Engineers, from any claim or loss arising from any act of the Contractor or his subcontractors or any failure to act on the part of the Contractor or his subcontractors, during the performance of, work under this agreement.

01030 INDEMNITY

The Contractor shall hold harmless, indemnify and defend the Owner and the Engineer, and each of their officers, agents and employees, from and against all loss or expense (including costs and attorney's fees) by reason of any or all suits, actions or claims of any character, name or description brought for or on account of any injuries or damages received or sustained by any person or persons, by any property, or by the Contractor or any of his employees, as a consequence of any action of the Contractor or actions of his employees in connection with the prosecution of the work, or by or on account of any claim arising from or any amounts recovered

under the Workmen's Compensation Law of any other law, ordinance, or decree, excepting only such injury or damage as shall have been occasioned by the sole negligence of the Owner or Engineer.

01036 PATENTS AND ROYALTIES

The Contractor shall pay the costs of all royalties, license fees and patent fees involved by use, or manner of use in the work of all designs, devices, materials, equipment or processes, and the Contractor shall provide for such use or manner of use by legal agreement with the Owner of the patent or a duly authorized licensee of such owner. All such costs referred to hereinabove shall be included in the price bid for the work under this Contract.

The Contractor shall save harmless the Owner and the Engineer from any and all loss or expense by reason of use, or manner of use, in the work of any design, device, material, equipment or process covered by latter of patent or copyright; and the Contractor shall defend all suits resulting from claims for royalties, license fees or patent fees on designs, devices, materials, equipment or processes purchased by the Contractor for use in the work, and from claims for royalties, license fees or patent fees involved by use, or manner of use, of such items by the Owner.

01040 LICENSES AND PERMITS

The Contractor is reminded that it shall be his responsibility to take out and pay for all necessary licenses and permits, and no claims for extra compensation will be allowed by reason of the Contractor's failure to take such items and costs into consideration in the preparation and tender of his proposal. The Contractor shall contact the authorities having jurisdiction in the area of the work in order that he may be fully informed of the requirements relative to licenses and permits. Prior to the beginning of any work, including the placement of a construction trailer on or near the project site, all necessary permits and licenses must be obtained and all licensing requirements shall be met.

01045 COMPLIANCE WITH LAWS, ORDINANCES, AND REGULATIONS

The Contractor shall comply with all Federal, State, and Local Laws, Ordinances and Regulations which in any manner affect the work or the conduct of the work; shall comply with all orders and decrees as may have been adopted or as may be enacted by bodies or tribunals having any legal jurisdiction or authority over the work. The Contractor shall file all reports and give all notices as required for compliance with the above. The Contractor shall indemnify and save harmless the Owner and the Engineer against any suits or actions of any kind or nature brought, or may be brought, against them for any claim or liability arising from or based upon the violation of any such laws, ordinances, work regulations, safety and health regulations, orders or decrees by the Contractor, his subcontractors, his agents, his representatives, his employees, or employees of his subcontractors.

01050 SAFETY

The Contractor, in the prosecution of his work under the Contract, is bound by the requirements of "Safety and Health Regulations for Construction" of the Occupational Safety and Health Administration, U.S. Government Department of Labor, and of other authorities having

jurisdiction in safety matters.

Under the terms and conditions of this Contract, the Engineers shall not act as Safety Engineer or Safety Supervisor, since such responsibility remains solely with the Contractor. The Engineer shall not be responsible for establishing safety practices or for prescribing safety measures for the contractor.

The Contractor is solely and completely responsible for conditions of the job site, including safety of all persons and property affected directly or indirectly by his operations during the performance of the work; and this requirement is not limited in application to normal working hours, but applies continuously twenty-four (24) hours per day until acceptance of the work by the Owner, and thereafter shall be subject to the terms and conditions of the Guaranty.

The duty of the Engineer to review the work in order to determine its acceptability in accordance with the Specifications and to conduct construction review of the Contractor's performance for the benefit of the Owner, shall not be construed as a duty to review the adequacy of the Contractor's safety measures on or near the construction site and/or to direct the actions of the Contractor's employees in the performance of the work as such duties are not included among the responsibilities of the Engineer.

01055 WARNING SIGNS AND BARRICADES

The provision by the Contractor of warning signs, warning lights, barricades and watchmen is subject to the requirements of "Safety and Health Regulations for Construction" of the Occupational Safety and Health Administration, U.S. Government Department of Labor, of the State "Manual on Uniform Traffic Control Devices for Streets and Highways," and of other authorities having jurisdiction in the areas of safety and traffic control. The Contractor is solely responsible for satisfying the safety and traffic control requirements of authorities concerned with or affected by this work.

01060 PUBLIC CONVENIENCE

The Contractor is required to conduct his work as to ensure the least possible obstruction to traffic, to ensure the least possible inconvenience to the general public and the residents in the vicinity of the work, and to ensure the protection of persons and property. Permission of the proper authority is required before any road or street is closed to the public. The maintenance of accessibility of fire-fighting equipment to fire hydrants and to such areas as are necessary for the provision of fire protection is a requirement of the Fire Department of the authority having jurisdiction. The provision of temporary measures as required to ensure the safe use of sidewalks and streets by the public is the responsibility of the Contractor. The proper functioning of all gutters, sewer inlets, drainage ditches and irrigation ditches is to be ensured by constant clean-up along with the work and by provision of temporary facilities where required for the maintenance of natural surface drainage. The implementation of all such maintenance measures and safety precautions is the responsibility of the Contractor.

01065 SANITARY PROVISIONS

The Contractor is responsible for the maintenance of proper sanitary conditions in the area of his work. The provision and maintenance of such sanitary accommodations as may be required for

the use of his employees and of his subcontractor's employees is subject to the Rules and Regulations of the State Board of Health and to all local Codes and Ordinances. Refer to Section 01045.

01070 **EXISTING CONSTRUCTION AND FACILITIES**

Where construction work under this Contract is adjacent to or crosses highways, railroads, streets, roads, access facilities, or utilities under the jurisdiction of State, County, City or other public agency, public utility or private entity, the Contractor is required to secure written permission from the proper authority and to furnish such bond (cash or surety as required), or insurance agreement as may be required before executing such construction work. A copy of the written permission and bond or insurance agreement (when required) must be filed with the Owner before any work is done. The Contractor is responsible for the replacement and/or repair of all existing construction, utilities or facilities damaged in the execution of work under this Contract. The Contractor will be required to furnish releases from all authorities affected by the work before final acceptance of the work under this Contract.

01075 **AVOIDANCE OF POLLUTION CONTRIBUTION DURING CONSTRUCTION OPERATIONS**

The employment of all safeguards and all precautions necessary to minimize contributions of pollution to water courses during the construction operations is the responsibility of the Contractor. The proper performance of excavating and backfilling operations, the interception and diversion of surface drainage around excavated areas or areas having the soil cover disturbed, the construction of temporary terraces or dikes, the use of silt fences or other silt retaining means will be necessary to prevent concentration of run-off over freshly excavated or backfilled areas and to minimize stream pollution resulting from soil transported in run-off from the construction site. At the conclusion of the work, and after all temporary facilities have been removed, all areas disturbed by construction operations shall be restored to as good a condition as when found, or to condition as may be specified for the particular area.

01080 **USE OF CHEMICALS**

All chemicals used during construction of the project or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, reagent, or of other classification, must show approval of EPA, USDA, or FDA, according to the purpose for which the particular chemical is to be used. Application of all such chemicals and disposal of residues therefrom are dependent upon the instructions and recommendations of the manufacturer's of the respective chemicals.

01095 **SUPERVISION OF THE WORK**

The Contractor shall be responsible for planning, scheduling, organization and prosecution of the work in accordance with the Plans, Specifications and Contract Documents. Observations, construction reviews, tests, recommendations or comments made by the Engineer, or by persons other than the Contractor, shall in no way relieve the Contractor of his obligation to complete all work in accordance with the Plans, Specifications and Contract Documents. All work shall be done under the direct supervision of the Contractor. The Contractor shall be responsible for construction means, methods, technique and procedures. The Contractor is solely responsible for safe access to the work, safe use of the work, safe working conditions, and safe occupancy of the

work by and/or for all authorized persons.

The Contractor shall maintain on the project a qualified superintendent who is acceptable to the Owner, and who is capable of providing the efficient supervision required for the successful and satisfactory completion of the work. The superintendent shall have the authority to act in behalf of the Contractor, and all communication with the superintendent shall be considered a communication with the Contractor. The Contractor's superintendent is responsible for coordinating the work of all subcontractors, and his presence at the site of the work is necessary for the adequate performance of his supervisory duties and for the coordination of the work of all subcontractors.

The responsibilities of the Contractor relating to supervision of the work as outlined hereinabove, and the duties of the Contractor as outlined hereinabove, are all a part of the Conditions of this Contract as referred to in the Contract Agreement.

01100 SUBCONTRACTORS

The Contractor may utilize the services of specialty subcontractors on those parts of the work, which under normal contracting practices, are performed by subcontractors. No part of the work, however, shall be sublet by the Contractor without the prior written consent of the Owner, or the Engineer acting upon the instructions of the Owner. Following the execution of the Contract, the Contractor shall submit in writing for review by the Owner the names of subcontractors to whom he proposes to subcontract portions of the work. The early selection of subcontractors, in the case where the Contractor proposes to subcontract any part of the work, is essential to the proper organization of the work, and the Contractor shall therefore submit any names of proposed subcontractors upon or before request by the Owner. The names of proposed subcontractors so submitted shall not be changed by the Contractor after submittal of the list to the Owner unless the consent of the Owner is first obtained.

The Contractor shall be responsible to the Owner for the acts, deficiencies, and omissions of his subcontractors and those of their direct and indirect employees to the same extent as he is responsible for the acts, deficiencies, and omissions of his own and those of his employees.

The Contractor shall bind all subcontractors to the terms of the General Conditions and Contract Documents insofar as they are applicable to the work under subcontract, and shall insert in all agreements with subcontractors appropriate provisions such as to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the Contract Documents. The Contractor is required to submit evidence of compliance with such conditions to the Owner before commencement of work by the particular subcontractors.

Nothing contained in the Contract Documents shall be construed as creating any contractual relationship between any subcontractor and the Owner.

For convenience of reference, to facilitate organization of the work, and for convenience in evaluating work in progress, the Specifications have been separated into titled Sections. Such separation shall not, however, operate to make the Owner or the Engineer an arbiter to establish limits of work in the contracts between the Contractor and subcontractors. The general charge to the Contractor is that all work be fully completed in accordance with the Plans, Specifications

and Contract Documents, and that the Contractor adhere to the terms and provisions of the Contract Agreement, of which these Conditions are a part.

01110 SUNDAY, HOLIDAY AND NIGHT WORK

Work on Saturdays, Sundays and Holidays, or at night, will be permitted only when the Contractor has received the written permission of the Owner. Work at such times may be required when special connections to existing systems are to be made, when new facilities are to be placed in service, when existing facilities are to be taken out of service, when it is more advantageous to the utilities involved, or when an emergency arises in the work schedule. In such cases the permission of the Owner must be secured prior to beginning work at such times, the work scheduled well in advance, and arrangements made for prosecution of the work with all safety and minimum inconvenience to the public. All work necessary to be performed on Saturdays, Sundays and Holidays, or at night shall be so performed without additional expense to the Owner.

Maintenance work normally required for protection of persons or for protection of the work or property, will be permitted at any time.

01115 EMERGENCY WORK

It is the Contractor's responsibility at all times to guard against bodily injury loss of life, damage to the Owner's property, damage to his own work on the site and damage to adjacent property. In the case of the development of an emergency which should threaten loss of life, injury to persons or damage to property, it is the Contractor's responsibility to furnish and install all necessary materials and equipment, and to perform all work as could possibly be accomplished to prevent loss of life, bodily injury, or damage to property. In all such cases the contractor is requested to immediately notify the Owner of the emergency, but he need not wait for advice or authorization from the Owner before proceeding to employ all measures necessary to protect life and property. Nothing stated hereinabove shall be construed as limiting the Contractor's responsibility under the terms and provisions of the General Conditions and Contract Documents. to protect life and property and to pay claims resulting from loss of life bodily injury, or damage to property. The substance of this Section of the General Conditions is that, in case of an emergency. the Contractor will act with all speed, with all force and in an expeditious manner, to avert loss of life bodily injury and property damage.

01120 CHANGES IN WORK

The Owner shall have the right to increase or decrease quantities of work as established by the number of units of various items of work set forth in the Proposal Form, to make changes in the work, and to require the Contractor to perform extra work necessary for the satisfactory completion of the project. Such increases, decreases, changes, and extra work shall not invalidate the Contract. Should the Contract Price or the Contract Completion Time be affected by such increases, decreases, changes or extra work the compensation and time shall be adjusted at the time when such increases, decreases, changes or extra work items are ordered.

01125 EXTRA WORK

Where new and/or unforeseen items of work are found to be necessary for the satisfactory

completion of the project, and where the character of the work is such that a reasonable price for the performance of the work cannot be established by use of contract prices or combinations thereof, such new and/or unforeseen items of work shall be classed as Extra Work. No Extra Work shall be undertaken except by written order from the Owner. The Contractor shall, upon receipt of written order from the Owner, perform such Extra work and furnish such materials as may be required for the proper completion of construction of the whole work contemplated. In the absence of such written order no claim for extra compensation by reason of performance of Extra Work shall be allowed. Extra Work shall be performed in accordance with the Specifications and Contract Documents, insofar as they are applicable; and where such Extra Work is not covered by the Specifications and Contract Documents, the performance of the work shall be consistent with the intent of these Specifications and Contract Documents.

01130 FAULTY WORK AND DEFECTIVE WORK

The performance of satisfactory work is, under the terms and conditions of this Contract, the obligation of the Contractor. Any faulty work or defective work, whether the result of poor workmanship, use of defective materials, damage through carelessness or any other cause, will neither be accepted nor paid for. Payment for faulty or defective work will not be made until such work has been removed, re-executed and corrected in manner and form satisfactory to the Owner and in accordance with the Plans and Specifications. The existence of any faulty or defective work will prevent the acceptance of the project. The fact that the Engineer may have previously overlooked such faulty or defective work shall not constitute acceptance of any part of it. The failure by the Engineer to discover faulty or defective work prior to the making of final payment by the Owner to the Contractor, or the discovery or appearance of faulty or defective work after the making of said final payment; shall not relieve the Contractor of responsibility for defective materials or faulty workmanship. The Contractor shall, at his own expense, promptly replace all defective materials or equipment and correct all faulty workmanship discovered and/or appearing within one year from date of written acceptance of the work.

01135 USE OF COMPLETED PORTIONS OF THE WORK

The Owner shall have the right to take possession of and use any completed or partially completed portion of the work, notwithstanding that the time for completing the entire work or such portions of the work may not have expired; but such taking possession and use shall not be deemed to be acceptance of any work not completed in accordance with the Plans, Specifications, and Contract Documents. If such prior use should increase the cost of or delay the completion of uncompleted work, or should cause refinishing of completed work subjected to such prior use, the Contractor shall be entitled to extra compensation or extension of time, or both, as agreed upon by the Owner.

**01150 CONTRACTOR'S RESPONSIBILITY FOR PERFORMANCE
AND ACTIONS OF WORKMEN**

The Contractor is responsible for the conduct, performance and actions of those workmen on the project site who are engaged in the construction of work under this contract between the Owner and the Contractor, whether his employees, his subcontractors, or employees of his subcontractors. All workmen should have such skill and experience as would enable them to reliably, safely and properly perform the particular work or task assigned to them. It is in the best interest of the Contractor to terminate the employment of workmen whose performance

endangers the safety of other workmen or any person, or results in unsatisfactory work, or contributes to delay in the progress of the work, before the Contractor bears the burden of re-executing unsatisfactory work and suffers the cost of delays in the prosecution of the work.

The Contractor may be requested by the Owner to remove or to have removed from the job site for the duration of the project any of his employees, or any of his subcontractors, or any of the employees of his subcontractors who acts in a disorderly or intemperate manner, or who is abusive to representatives of the Owner or of the Engineers or of any Agency having jurisdiction over the project, or who acts in such a manner as would endanger the safety of any person or of the work, all of which acts could give cause for concern for the safety of any person or of the work for which safety the Contractor is solely responsible.

01155 GUARANTY

Neither the final certificate of payment, nor any provision of the Contract Documents, nor partial or entire occupancy and/or use of the work by the Owner shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work which shall appear within a period of one year (unless otherwise stated herein) from the date of final acceptance of the work and shall pay for damages to other work facilities persons, or property resulting from such defects.

The Performance Bond shall remain in full force and effect during the guaranty period and the Surety shall be liable for the correction of any faults and/or defects that may have appeared within the guaranty period and have not been corrected by the Contractor.

01160 MATERIALS AND EQUIPMENT

The materials and equipment incorporated and/or installed in the work shall meet the requirements of the Contract Documents. All materials and equipment shall be subject to review by the Engineer and no materials and equipment shall be ordered until information relating to such materials and equipment has been reviewed by the Engineer. The Contractor shall be responsible for furnishing and installing all materials and equipment required for the complete work, and all materials and equipment so furnished and installed shall be guaranteed by the Contractor in accordance with the provisions of Section 01155.

In order to establish standards of quality the Engineer has, in the detailed Specifications or on the Plans referred to certain products by name or by name and catalog number. This procedure is not to be construed as eliminating from competition other products of equal or better quality as manufactured by other companies, unless specifically stated that no other manufacturers will be acceptable. Materials or articles which according to the judgment of the Engineer will fully meet the design criteria are equal in function and durability and are suitable for use in arrangement as shown on the Plans will be acceptable.

It must be understood that equipment and articles of different manufacture although they may be equal in construction quality durability and performance may not have the same dimensions configurations and arrangement of connections. It then becomes the responsibility of the Contractor to take into consideration any variations in dimensions and connection arrangement of the equipment or articles that he proposes to offer from those of equipment shown on the

Drawings or called for in the Specifications and make certain that the proposed equipment or article can be installed in a neat and efficient arrangement in the space available. In the layout of the equipment and connections thereto, accessibility for proper maintenance is a requirement in order to ensure satisfactory operation.

It is essential that all material, manufactured articles and equipment be applied, installed, erected, connected, cleaned, conditioned for use and placed in service in accordance with the instructions of the particular manufacturer of such materials, articles and equipment.

Only those manufactured and fabricated items fully complying with applicable standards of the Occupational Safety and Health Administration may be offered, and the manufacturer's or fabricator's certificate to that effect will be required with the submittal of each item by the Contractor.

Substitution of equipment, articles or materials other than those shown on the Plans or called for in the Specifications, when requested by the Contractor, will be considered, provided that the design and construction of such equipment, articles or materials indicate that they will meet the requirements of these Specifications. By tender of a request for a substitution, the Contractor implies that he has fully investigated and analyzed the product, and that he guarantees that the product will fully meet the design criteria of the product specified, has the durability and life expectancy of the product specified, is equal in function and performance to the product specified, and is suitable for installation in efficient arrangement in the space shown on the plans. The Engineer will review the proposed substitutions and make his recommendations within a reasonable time. The Contractor shall abide by the Engineer's decision when proposed substitute equipment, articles or materials are not recommended for installation and, in such case, shall furnish the specified article, item of equipment or material. The decision of the Engineer to accept the substitute product shall not relieve the Contractor of his guarantee as set forth hereinabove, and such guarantee shall be furnished before the equipment is ordered.

In order to be considered by the Engineer, any request by the Contractor for substitution of products must be made in a timely manner. By "timely" it is meant that any such requests should be made as early after the commencement of the project as is possible so that sufficient time will be allowed for: review by the Engineer along with review of other submittals in connection with the project; in case of rejection of the submittal, preparation of succeeding submittals covering other substitute products; reviews of the succeeding submittals; ordering and manufacture of an acceptable product; delivery of product to job site well in advance of the time that it is scheduled to be installed.

Items of equipment, articles or materials which are not equal to samples reviewed by the Engineer, do not conform to the requirements of the Specifications or the requirements of applicable standards, or are in any way unsatisfactory or unsuitable for the purpose or service for which they are intended, shall neither be furnished nor installed.

01165 SAMPLES OF MATERIALS

All samples called for in the Specifications or required by the Engineer shall be furnished by the Contractor and submitted to the Engineer for his review. Samples shall be furnished well in advance of the anticipated time of fabrication or use of materials represented, and the Engineer shall be allowed reasonable time for consideration of samples submitted.

When required, samples shall be accompanied by laboratory test reports and/or certified compliance statements indicating that the materials represented conform to the requirements of the Specifications. Sampling and testing of materials shall be performed in accordance with standard methods referred to in the Specifications.

All samples submitted by the Contractor shall be accompanied by a covering letter indicating that such samples are recommended by the Contractor and that the Contractor's Guaranty will fully apply. All materials, equipment, and workmanship represented by samples accepted for use in the work shall be guaranteed by the Contractor in accordance with the Guaranty provisions of the Contract Documents.

01170 TEST REPORTS AND CERTIFICATES

Laboratory test reports on materials proposed to be used in the work shall be furnished by the Contractor in accordance with the provisions of Section 01165.

Certified statements of compliance where required by the Specifications shall be furnished by the Contractor.

Certified mill test reports, where required by the Specifications, shall be furnished by the Contractor.

01175 SHOP DRAWINGS

The Contractor shall provide all shop drawings, setting layouts and schedules, pipe layout and installation schedules, piping installation details, and such other drawings as may be necessary for the proper and satisfactory prosecution of the work, all in accordance with the intent of the Drawings and Specifications to secure a complete and operable project capable of satisfactory performance of the service intended, except when, upon the request of the Contractor, the Engineer may waive the requirement in the case of standard manufactured items named in the Specifications. The Contractor may consult with the Engineer regarding specific items. The drawings shall be submitted in accordance with an orderly schedule based upon time required for fabrication or manufacture and delivery, and upon time at which materials fabricated items, or manufactured items will be required to be incorporated in the work.

Deviations from the Drawings and Specifications shall be called to the attention of the Engineer by the Contractor at the time when such shop drawings or other drawings are first submitted to the Engineer for his consideration. The Engineer's review of any drawings shall not release the Contractor for responsibility for such deviations, or any subsequent deviations not noted by the Contractor or the Engineer.

Shop drawings and other drawings submitted for review by the Engineer shall bear the Contractor's certification that he has reviewed, checked, and approved such drawings, that they are in harmony with the requirements of the project and with the provisions of the Contract Documents, and that he has verified all field measurements, construction criteria materials, catalog numbers, and similar data. The Contractor shall also certify that the work represented by the shop drawings is recommended by the Contractor and that the Contractor's Guaranty will fully apply.

The finished assemblies represented by the shop drawings and other such drawings are required to be in conformance with the standards of the Occupational Safety and Health Administration, wherever applicable. Refer to Section 01060.

01178 **SUBMITTAL DATA**

The Contractor is requested to carefully read the provisions of Sections 01160, 01165, 01170, 01175 and 01180 of the General Conditions. The actions required to be taken by the Contractor during the submittal process shall include, but shall not be limited to the following:

1. The Contractor must thoroughly review all submittal data before forwarding such material to the Engineer for his review, shall indicate on the submittal material that he has made such a review, and shall verify such indication or statement by his signature or initials. Any submittals not having been reviewed by the Contractor will be returned to him for re-submittal. Each submittal shall be numbered consecutively in order of submission to the Engineer. Re-submittals shall be designated with the original submittal number and the suffixes A, B, C, etc., as required, to indicate consecutive resubmissions.
2. Submittal items shall be referenced to the applicable Division, Section and page numbers of the Specifications.
3. Submittal items shall be referenced to sheets (by number) of the Contract Drawings on which such items appear, when applicable.
4. Particular features of the items (submitted) that may deviate from those specified and/or shown on the Contract Drawings shall be indicated by notations on the submittals or by separate comments made by the Contractor.
5. Submittals shall be legible and should be original information. Copies of facsimiles will not be acceptable.
6. Submittals for equipment, materials, etc. from different specification divisions shall not be made under a single letter of transmittal.

Unless a greater number is called for in various portions of these Specifications the minimum number of copies of submittal data shall be **two (2)**.

01180 **EQUIPMENT DATA**

The Contractor shall submit, for review by the Engineer, complete catalog data for every manufactured item of equipment and all components to be used in the work, including: specific performance data material description, rating capacity working pressure, material gage or thickness brand name catalog number general type, and other pertinent data. Submittals shall be compiled by the Contractor and reviewed by the Engineer before equipment is ordered. Where details of items of equipment are affected by details of items of other equipment, submittals for such associated items of equipment shall be compiled by the Contractor and reviewed by the Engineer before any such associated items of equipment are ordered.

Catalog data for equipment submitted by the Contractor shall not supersede the Contract Documents. The Contractor shall check the equipment and work described by the catalog data against the requirements set forth in the Contract Documents in order to determine the existence of any errors or deviations. The review by the Engineer shall not relieve the Contractor of the responsibility for correcting and/or remedying such deviations from the Drawings and/or Specifications either by redesign or by submitting equipment fully meeting the requirements of the Contract Documents. The Contractor shall in writing call the attention of the Engineer to equipment deviations at the time of the submittal. If the equipment should be accepted the Contractor will ensure the proper fit of the equipment in the work and guarantee that the equipment is suitable for the service intended and that the performance of the equipment, with respect to life and efficiency will equal or exceed that of the equipment specified. The form, extent and specifics of the Contractor's Guaranty shall be subject to the decision of the Engineer. Review by the Engineer of the Contractor's submittals of catalog data shall not relieve the Contractor of responsibility for errors in the submittals.

Equipment data submitted for review by the Engineer shall be accompanied by a covering letter from the Contractor indicating that he has reviewed, checked and approved the data submitted; that equipment represented by the submittal is in harmony with the requirements of the project and with the provisions of the Contract Documents and that he has verified all field measurements construction criteria, material, catalog numbers, and similar data. The Contractor shall also certify that the work represented by the manufacturer's drawings and equipment data is recommended by the Contractor and that the Contractor's Guaranty will fully apply.

The complete submittal of all data as called for hereinabove, all actions and statements of the Contractor as called for hereinabove, review by the Engineer and concurrence by the Engineer that the equipment is suitable for use on the project are all required as a prerequisite to the ordering of the equipment by the Contractor and, in the case where Shop Drawings may be required the acceptability of the Shop Drawings is also a prerequisite to the manufacture of the item.

01185 STORAGE OF MATERIAL AND/OR EQUIPMENT

Materials and/or equipment to be incorporated in the work shall be properly housed or otherwise protected from corrosion and damage so as to ensure the preservation of their finish quantity and fitness for the work. Where considered necessary to secure proper protection the materials shall be placed on racks, platforms, or hard clean surfaces not subject to surface drainage. Factory finished items shall be stored above ground, covered, individually sealed, or housed indoors as required. The Contractor shall be aware of the potential difficulties involved in the storage of equipment fitted with bearings which may suffer damage from a long period of idleness, and shall take such precautionary measures as may be required to preserve the life expectancy of the bearings. Materials not properly stored, housed and maintained in condition for service as intended will neither be paid for as stored materials nor as materials incorporated in the work.

Stored materials and equipment shall be located and arranged so as to facilitate observation. Private property shall not be used for storage purposes without the written consent of the owner or lessee of said property. The Contractor may elect to store material and equipment off-site if the said materials and equipment are suitably stored and insured. Any agreement for rental of such storage space by the Contractor shall contain a provision that the material and/or equipment

stored in a warehouse shall not be subject to a lien for payment of storage. The Owner shall be protected against loss of or damage to such stored equipment by the terms and endorsements of the Contractor's insurance policies.

01190 CONTRACT DRAWINGS

The Contract Drawings, titled SEWER PIPELINE REHABILITATION PROJECT are on file in the office of the Owner.

The aforesaid Drawings, together with the Proposal, Advertisement for Bids, Bidder's Bond, Instructions to Bidders, General Conditions, Supplemental General Conditions (where required), Contract Agreement, Performance Bond, Labor and Material Bond, Specifications, and any Addenda, constitute the Contract Documents. The Drawings shall be used in connection with the Specifications and other Contract Documents, and shall constitute a part of the Contract Agreement as if set out therein in full.

The Owner reserves the right to amend or revise the Drawings, and to furnish such other detail drawings as, in the opinion of the Engineers, may be necessary for the proper prosecution of the work. All such additional drawings shall have equal force and effect as the original drawings.

Any seeming conflict between the Drawings, Specifications, and other Contract Documents, shall be submitted to the Engineer, and the Engineer's decision shall be final.

Drawings and Specifications are intended to be complementary, and where work is called for in one but not in the other, it shall be performed as though it were specified and/or indicated in both.

The figured dimensions and/or elevations shown on the Drawings shall be used by the Contractor for the layout of the work. Where the work of the Contractor is affected by finish dimensions, such dimensions shall be determined by the Contractor at the site of the work, and he shall assume the responsibility therefore.

01210 OBSERVATION OF THE WORK

The Engineer will decide questions which may arise as to the quality and acceptability of materials and/or equipment furnished, the quality and acceptability of work performed, interpretations of the Drawings and Specifications, and all questions with respect to the acceptable fulfillment of the Agreement on the part of the Contractor. The Contractor shall abide by these decisions. The duties and responsibilities of the Engineer as set forth herein shall not be extended except through written consent of the Engineer and the Owner.

All materials and each part or detail of the work shall be subject at all times to observation by the Engineer and the Owner, and the Contractor shall be held strictly to the intent of the Contract Documents in regard to quality of materials, equipment and workmanship, and also in regard to the diligent execution of the Contract. Observations may be made at the site or at the sources of supply of material whether mill, plant or shop. The Engineer shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make his observations and construction review.

The Engineer's decision as to the acceptability or adequacy of the work shall be final and binding upon the Contractor. The Contractor agrees to abide by the Engineer's decision relative to the performance of the work.

All claims made by the Contractor shall be submitted to the Engineer for his decisions. Such decisions shall be final except that, in cases where time and/or financial considerations are involved, the claims shall be submitted to the Owner for his review and shall be subject to the approval of the Owner. Meritorious claims shall be resolved, if possible, by mutual agreement between the Contractor and the Owner.

01212 FIELD REVIEW OF CONSTRUCTION WORK

During the construction of the work, as defined by the Plans and Specifications therefore, a Field Representative will be assigned to the project.

The duties of the Field Representative shall consist of visual review of materials, equipment and construction work for the purpose of ascertaining that the product of the Contractor's work substantially conforms to the Contract Drawings and is in substantial conformance with the reasonable intent of the Specifications for the project. The presence of the Field Representative at the site of the work shall not be relied upon by others as acceptance of the work, nor shall it be so construed as to relieve the Contractor in any way from his obligations and responsibilities under the Contract, the Specifications and the Contract Documents. Review of the construction work by the Field Representative or by the Engineer shall not require either the Engineer or the Field Representative to assume responsibilities for the means and methods of construction nor for safety on the project site, in areas adjacent to the project site, or in other areas affected by the work performed on the project.

01245 TESTING OF COMPLETED WORK

After completion of work and before acceptance of the work by the Owner, the Contractor shall perform all tests as required by the Specifications. The cost of all labor, tools, materials and equipment necessary for making the required test shall be borne by the Contractor. Any work found to be defective, faulty, or otherwise unsatisfactory shall be corrected by the Contractor without additional compensation. All work shall be guaranteed against defects for a period of one year after the acceptance of the work.

**01810 CONTRACTOR'S QUALIFICATIONS, EXPERIENCE,
AND RESPONSIBILITIES**

By his tender of a bid for performing the work of constructing the waterworks improvements, the Contractor implies that he is experienced in such construction and is familiar with all phases of the work necessary for a complete job.

The Contractor shall have on the work at all times a superintendent who shall also be experienced in the particular type of construction, shall be familiar with all phases of the work, shall be capable of direction of work of all trades and crafts associated with the work, and shall be capable of making decisions relative to construction procedure.

It shall be the responsibility of the Contractor to ascertain whether his subcontractors have

supplied him with all the components necessary for a complete job, since, in the making of a bid, the Contractor has assumed full responsibility for a complete and satisfactorily operative job.

The Contractor is advised that, for equivalent equipment of different manufacture, control circuits and piping connections are not necessarily the same. The Drawings and Specifications do not presume to show or describe control circuits and piping connections necessary for the various types of equipment which may be used. It shall be the responsibility of the Contractor to secure detailed Drawings of connections and control circuits from the manufacturer of the equipment that he uses and make all necessary arrangements for a satisfactorily operative installation.

It is intended that all drawings be in substantial agreement. The indication on certain sheets of the Drawings of items of work to be performed at specific locations, although reference to same items of work at same locations may not appear on other sheets of the Drawings, shall be construed by the Contractor that such items of work are fully intended, and the Contractor shall be held responsible for the performance of such items of work. Where typical details and notes applicable to the type of work to be performed appear on certain sheets of the Drawings, but may be omitted on other sheets, the Contractor shall assume that such typical details and notes are applicable to similar situations throughout the entire work. If, however, any discrepancies or contradictions should be found, the Contractor shall immediately report such discrepancies or contradictions to the Engineer and ask for written interpretation or correction in form of Addendum.

It is intended that the Plans and Specifications shall be complimentary, and shall be so used by the Contractor. Any contradictions between Plans and Specifications found by the Contractor shall be immediately reported to the Engineer, and the Contractor shall ask for a written interpretation or correction in form of Addendum.

The Contractor shall be solely and fully responsive for all acts of his employees, subcontractors, and the suppliers at the site of the work in connection with the work.

01820 PROTECTION OF THE OWNER, AGENTS OF THE OWNER, WORKMAN, AND THE PUBLIC

The Contractor and Superintendent are requested to carefully read the Sections of the Division 1 – General Conditions relating to protection of the Owner, agents of the Owner, workman, and the public, such as Insurance; Indemnity; Licenses and Permits; Compliance with Laws, Ordinances and Regulations; Safety; Warning Signs and Barricades; Public Convenience; Sanitary Provisions; etc. This request is made to stress the importance of safe prosecution of the work, and does not imply that the Contractor and his Superintendent should not be completely familiar with all Sections of the General Conditions and all other provisions of the Contract Documents. Under the terms and conditions of this Contract, the Engineer shall not be required to act as Safety Engineer or Safety Supervisor since such responsibility remains solely with the Contractor, who, in the prosecution of his work, is bound by the requirements of “Safety and Health Regulations for Construction, Occupational Safety and Health Administration, U. S. Government Department of Labor”, and of other authorities having jurisdiction. It is recommended that the Contractor seek the advise of the Safety Inspector of his Insurance Carrier in regard to job safety, and that he observe all precautions and safety provisions as outlined in the “Manual of Accident Prevention in Construction”, as published by the Associated General Contractors of America, to the extent that such provisions are not inconsistent with applicable

laws or regulations.

01850 LOCATION OF EXISTING FACILITIES

The type, size, and physical location of all facilities are shown from available records and the accuracy of said information is in no wise guaranteed. The Contractor is requested to make additional investigations as he may desire. The Contractor shall assume all risk arising from, or out of, performing work in the vicinity of existing facilities, or connecting to existing facilities.

01855 MAINTENANCE OF OPERATION OF EXISTING FACILITIES

The contractor shall conduct all of his construction operations in such a manner that interference with operation of the existing facilities will be kept to a minimum. All activities affecting the existing facilities shall be coordinated with the Owner. The Contractor is reminded of the necessity of maintaining continuous operation of the facilities.

Whenever the Contractor's construction operations should affect the incoming electrical service, or flow into or out of the facilities, the Contractor shall make all provisions for maintenance of flow of water through the facilities including temporary pumping and piping and around the clock scheduling of work.

01860 OPERATOR GUIDANCE DURING INITIAL OPERATION

After all equipment testing and adjustment has been performed to the satisfaction of the Engineers and after the mechanical shake-down has been completed the improvements shall be placed in operation with the assistance of the Contractor's forces. The personnel of the Owner shall then perform all operating functions in accordance with instructions previously received from equipment manufacturers through their respective representatives assigned to the job for the purpose of installing, testing and adjusting the various items of equipment in accordance with the operation manuals furnished by the manufacturers for the particular items of equipment incorporated in the work and in accordance with the Operation and Maintenance Manual for the improvements.

01870 SCHEDULE OF WORK

All proposed activities requiring partial or complete shutdown of the existing water system facilities shall be scheduled by the Contractor and approved by the Owner as far in advance as possible. The exact time and duration of any and all periods of shutdown of the existing systems or facilities shall be approved by the Owner.

01875 OPERATION AND MAINTENANCE CONSIDERATIONS

The Owner, in an attempt to optimize operating and maintenance costs, wishes to reduce parts inventory costs to the extent practicable and to simplify operation and maintenance procedures to the extent practicable. All electrical and mechanical equipment fully meeting the requirements of these Specifications shall therefore conform insofar as is practicable to types of equipment already in use in the existing system.