

**CONTRACT DOCUMENTS AND
TECHNICAL SPECIFICATIONS**

**REPLACEMENT OF BRIDGE S-18-021 (CK8)
SOUTH HADLEY, MASSACHUSETTS
HAMPSHIRE COUNTY**

Prepared for:

**TOWN OF SOUTH HADLEY, MASSACHUSETTS
116 Main Street
South Hadley MA 01075**

DECEMBER 2024

FUSS & O'NEILL

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PLAN SETS REPLACEMENT OF BRIDGE S-18-021 (CK8)

**ADVERTISEMENT FOR BIDS
TOWN OF SOUTH HADLEY
SOUTH HADLEY, MA
REPLACEMENT OF BRIDGE S-18-021 (CK8)**

General Notice

The Town of South Hadley (Owner) is requesting Bids for the construction of the following Project:

**REPLACEMENT OF BRIDGE S-18-021 (CK8)
PEARL STREET OVER ELMER BROOK, SOUTH HADLEY, MA**

Sealed Bids for the construction of the Project will be received at the Department of Public Works located at 10 Industrial Drive in South Hadley, MA, until Thursday, **January 23, 2025, at 2:00 PM** local time. At that time the Bids received will be **publicly** opened and read.

The Project includes the following Work:

Replacing the stream crossing at Pearl Street over Elmer Brook

Bids are requested for the following Contract: **REPLACEMENT OF BRIDGE S-18-021 (CK8)**

Owner anticipates that the Project's total bid price will be approximately \$1.2M. The Project has a final completion date of **June 30, 2025**.

Obtaining the Bidding Documents

The Issuing Office for the Bidding Documents is:

Fuss & O'Neill, Inc.
Attn: Maureen McGlone, PE
1550 Main Street, Suite 400
Springfield, MA 01103
Email: maureen.mcglone@fando.com

Requests for the link to the designated project website can be addressed to maureen.mcdowell@fando.com. This designated project website will provide Information and Bidding Documents as downloadable files at no cost.

Neither Owner nor Engineer will be responsible for full or partial sets of Bidding Documents, including addenda, if any, obtained from sources other than the Issuing Office and designated project website.

Pre-bid Conference

A pre-bid conference for the Project will be held at the Department of Public Works on Monday, January 6, 2025 at 1:00 PM. Attendance at the pre-bid conference is encouraged but not required.

Instructions to Bidders.

For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents.

This Advertisement is issued by:

Owner: Town of South Hadley, MA

By: John Broderick

Title: Director of Public Works

Date: 12/16/2024

INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION CONTRACT

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ARTICLE 1—DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions.
- 1.02 Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. *Issuing Office* - The office from which the Bidding Documents are to be issued, and which registers plan holders.

ARTICLE 2—BIDDING DOCUMENTS

- 2.01 Bidder shall obtain a complete set of Bidding Requirements and proposed Contract Documents (together, the Bidding Documents). See the Agreement for a list of the Contract Documents. It is Bidder's responsibility to determine that it is using a complete set of documents in the preparation of a Bid. Bidder assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete documents, by Bidder itself or by its prospective Subcontractors and Suppliers.
- 2.02 Bidding Documents are made available for the sole purpose of obtaining Bids for completion of the Project and permission to download or distribution of the Bidding Documents does not confer a license or grant permission or authorization for any other use. Authorization to download documents, or other distribution, includes the right for plan holders to print documents solely for their use, and the use of their prospective Subcontractors and Suppliers, provided the plan holder pays all costs associated with printing or reproduction. Printed documents may not be re-sold under any circumstances.
- 2.03 Owner has established a Bidding Documents Website as indicated in the Advertisement or invitation to bid. Owner recommends that Bidder register as a plan holder with the Issuing Office at such website, and obtain a complete set of the Bidding Documents from such website. Bidders may rely that sets of Bidding Documents obtained from the Bidding Documents Website are complete, unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.
- 2.04 Bidder may register as a plan holder and obtain complete sets of Bidding Documents, in the number and format stated in the Advertisement or invitation to bid, from the Issuing Office. Bidders may rely that sets of Bidding Documents obtained from the Issuing Office are complete, unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.
- 2.05 Plan rooms (including construction information subscription services, and electronic and virtual plan rooms) may distribute the Bidding Documents, or make them available for examination. Those prospective bidders that obtain an electronic (digital) copy of the Bidding Documents from a plan room are encouraged to register as plan holders from the Bidding Documents Website or Issuing Office. Owner is not responsible for omissions in Bidding Documents or other documents obtained from plan rooms, or for a Bidder's failure to obtain Addenda from a plan room.
- 2.06 *Electronic Documents*
- A. When the Bidding Requirements indicate that electronic (digital) copies of the Bidding Documents are available, such documents will be made available to the Bidders as Electronic Documents in the manner specified.

1. Bidding Documents will be provided in Adobe PDF (Portable Document Format) (.pdf). It is the intent of the Engineer and Owner that such Electronic Documents are to be exactly representative of the paper copies of the documents. However, because the Owner and Engineer cannot totally control the transmission and receipt of Electronic Documents nor the Contractor's means of reproduction of such documents, the Owner and Engineer cannot and do not guarantee that Electronic Documents and reproductions prepared from those versions are identical in every manner to the paper copies.
- B. Unless otherwise stated in the Bidding Documents, the Bidder may use and rely upon complete sets of Electronic Documents of the Bidding Documents, described in Paragraph 2.06.A above. However, Bidder assumes all risks associated with differences arising from transmission/receipt of Electronic Documents versions of Bidding Documents and reproductions prepared from those versions and, further, assumes all risks, costs, and responsibility associated with use of the Electronic Documents versions to derive information that is not explicitly contained in printed paper versions of the documents, and for Bidder's reliance upon such derived information.
- C. After the Contract is awarded, the Owner will provide or direct the Engineer to provide for the use of the Contractor documents that were developed by Engineer as part of the Project design process, as Electronic Documents in native file formats.
 1. Electronic Documents that are available in native file format include:
 - a. AutoCAD drawings as needed for project layout
 2. Release of such documents will be solely for the convenience of the Contractor. No such document is a Contract Document.
 3. Unless the Contract Documents explicitly identify that such information will be available to the Successful Bidder (Contractor), nothing herein will create an obligation on the part of the Owner or Engineer to provide or create such information, and the Contractor is not entitled to rely on the availability of such information in the preparation of its Bid or pricing of the Work. In all cases, the Contractor shall take appropriate measures to verify that any electronic/digital information provided in Electronic Documents is appropriate and adequate for the Contractor's specific purposes.
 4. In no case will the Contractor be entitled to additional compensation or time for completion due to any differences between the actual Contract Documents and any related document in native file format.

ARTICLE 3—QUALIFICATIONS OF BIDDERS

3.01 DELETED

3.02 DELETED

3.03 Bidder is to submit the following information with its Bid to demonstrate Bidder's qualifications to perform the Work:

- A. Written evidence establishing its qualifications such as financial data, previous experience, and present commitments.

- B. A written statement that Bidder is authorized to do business in the state where the Project is located, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.
 - C. Bidder's state or other contractor license number, if applicable.
 - D. Subcontractor and Supplier qualification information.
 - E. Other required information regarding qualifications.
- 3.04 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.
- 3.05 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

ARTICLE 4—PRE-BID CONFERENCE

- 4.01 DELETED
- 4.02 A non-mandatory pre-bid conference will be held at the time and location indicated in the Advertisement or invitation to bid. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference; however, attendance at this conference is not required to submit a Bid.
- 4.03 DELETED
- 4.04 Information presented at the pre-Bid conference does not alter the Contract Documents. Owner will issue Addenda to make any changes to the Contract Documents that result from discussions at the pre-Bid conference. Information presented, and statements made at the pre-bid conference will not be binding or legally effective unless incorporated in an Addendum.

ARTICLE 5—SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE

- 5.01 *Site and Other Areas*
- A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.
- 5.02 *Existing Site Conditions*
- A. *Subsurface and Physical Conditions; Hazardous Environmental Conditions*
 - 1. The Supplementary Conditions identify the following regarding existing conditions at or adjacent to the Site:
 - a. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data.
 - b. Those drawings known to Owner of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface

structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data.

- c. Reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
 - d. Technical Data contained in such reports and drawings.
2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
 3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.
 4. *Geotechnical Baseline Report/Geotechnical Data Report*: The Bidding Documents contain a Geotechnical Baseline Report (GBR) and Geotechnical Data Report (GDR).
 - a. As set forth in the Supplementary Conditions, the GBR describes certain select subsurface conditions that are anticipated to be encountered by Contractor during construction in specified locations (“Baseline Conditions”). The GBR is a Contract Document.
 - b. The Baseline Conditions in the GBR are intended to reduce uncertainty and the degree of contingency in submitted Bids. However, Bidders cannot rely solely on the Baseline Conditions. Bids should be based on a comprehensive approach that includes an independent review and analysis of the GBR, all other Contract Documents, Technical Data, other available information, and observable surface conditions. Not all potential subsurface conditions are baselined.
 - c. Nothing in the GBR is intended to relieve Bidders of the responsibility to make their own determinations regarding construction costs, bidding strategies, and Bid prices, nor of the responsibility to select and be responsible for the means, methods, techniques, sequences, and procedures of construction, and for safety precautions and programs incident thereto.
 - d. As set forth in the Supplementary Conditions, the GDR is a Contract Document containing data prepared by or for the Owner in support of the GBR.
- B. *Underground Facilities*: Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05 of the General Conditions, and not in the drawings referred to in Paragraph 5.02.A of these Instructions to Bidders. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

5.03 *Other Site-related Documents*

- A. In addition to the documents regarding existing Site conditions referred to in Paragraph 5.02.A, the following other documents relating to conditions at or adjacent to the Site are known to Owner and made available to Bidders for reference:

1. None known.

Owner will make copies of these other Site-related documents available to any Bidder on request.

- B. Owner has not verified the contents of these other Site-related documents, and Bidder may not rely on the accuracy of any data or information in such documents. Bidder is responsible for any interpretation or conclusion Bidder draws from the other Site-related documents.
- C. The other Site-related documents are not part of the Contract Documents.
- D. Bidders are encouraged to review the other Site-related documents, but Bidders will not be held accountable for any data or information in such documents. The requirement to review and take responsibility for documentary Site information is limited to information in (1) the Contract Documents and (2) the Technical Data.

5.04 *Site Visit and Testing by Bidders*

- A. Bidder is encouraged to visit the Site and conduct a thorough visual examination of the Site and adjacent areas. During the visit the Bidder must not disturb any ongoing operations at the Site.
- B. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.
- C. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder general access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site. Bidder is responsible for establishing access needed to reach specific selected test sites.
- D. Bidder must fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

5.05 *Owner's Safety Program*

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

5.06 *Other Work at the Site*

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

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Express Representations and Certifications in Bid Form, Agreement*

- A. The Bid Form that each Bidder will submit contains express representations regarding the Bidder's examination of Project documentation, Site visit, and preparation of the Bid, and

certifications regarding lack of collusion or fraud in connection with the Bid. Bidder should review these representations and certifications, and assure that Bidder can make the representations and certifications in good faith, before executing and submitting its Bid.

- B. If Bidder is awarded the Contract, Bidder (as Contractor) will make similar express representations and certifications when it executes the Agreement.

ARTICLE 7—INTERPRETATIONS AND ADDENDA

- 7.01 Owner on its own initiative may issue Addenda to clarify, correct, supplement, or change the Bidding Documents.
- 7.02 Bidder shall submit all questions about the meaning or intent of the Bidding Documents to Engineer in writing. Contact information and submittal procedures for such questions are as follows:
 - A. Submit all questions in writing to Maureen McGlone, P.E., Senior Project Manager, Fuss & O’Neill, at maureen.mcglone@fando.com. All questions must be received by 12pm January 13, 2025. All questions and responses will be issued to registered bidders by January 16 2025.
- 7.03 Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all registered plan holders. Questions received after the time identified in 7.02 A above may not be answered. Bidders are responsible for determining that they have received all Addenda issued.
- 7.04 Only responses set forth in an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the Contract Documents unless set forth in an Addendum that expressly modifies or supplements the Contract Documents.

ARTICLE 8—BID SECURITY

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of five (5) percent of Bidder’s maximum Bid price (determined by adding the base bid and all alternates) and in the form of a Bid bond issued by a surety meeting the requirements of Paragraph 6.01 of the General Conditions. Such Bid bond will be issued in the form included in the Bidding Documents. **Bid security must be at least 5% of the Bidder’s maximum Bid price.**
- 8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract, furnished the required Contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract and furnish the required Contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited, in whole in the case of a penal sum bid bond, and to the extent of Owner’s damages in the case of a damages-form bond. Such forfeiture will be Owner’s exclusive remedy if Bidder defaults.
- 8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of 7 days after the Effective Date of the

Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.

- 8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within 7 days after the Bid opening.

ARTICLE 9—CONTRACT TIMES

- 9.01 The number of days within which, or the dates by which, the Work is to be (a) substantially completed and (b) ready for final payment, and (c) Milestones (if any) are to be achieved, are set forth in the Agreement. Due to the limited time constraints for this project and the terms of the grant, completion for final payment by June 30, 2025 is extremely important.
- 9.02 Bidder must set forth in the Bid the time by which Bidder must achieve readiness for final payment, subject to the restrictions established in Paragraph 13.07 of these Instructions. The Owner will take Bidder's time commitment regarding readiness for final payment into consideration during the evaluation of Bids, and it will be necessary for the apparent Successful Bidder to satisfy Owner that it will be able to achieve readiness for final payment within the time such Bidder has designated in the Bid. The Successful Bidder's time commitments will be entered into the Agreement or incorporated in the Agreement by reference to the specific terms of the Bid.
- 9.03 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

ARTICLE 10—SUBSTITUTE AND "OR EQUAL" ITEMS

- 10.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents. Procurement standards under M.G.L. Chapter 30, Section 39M requires specifications be written for competitive bidding by at least three (3) manufacturers or suppliers for each item of material to be furnished under the contract. If three manufacturers or suppliers are not listed, then a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to Engineer. Application for such acceptance will not be considered by Engineer until after the Effective Date of the Agreement. The procedure for submission of any such application by Contractor and consideration by Engineer is set forth in the General Conditions and may be supplemented in the General Requirements.
- 10.02 All prices that Bidder sets forth in its Bid will be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of "or-equal" or substitution requests are made at Bidder's sole risk.

ARTICLE 11—SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 11.01 DELETED
- 11.02 The apparent Successful Bidder, and any other Bidder so requested, must submit to Owner a list of the Subcontractors or Suppliers proposed for the following portions of the Work within five days after Bid opening:
- A. All proposed subcontractors, including proposed value of each subcontract.

- 11.03 If requested by Owner, such list must be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor or Supplier. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor or Supplier, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder will submit a substitute, Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.
- 11.04 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors and Suppliers. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor or Supplier, so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.07 of the General Conditions.

ARTICLE 12—PREPARATION OF BID

- 12.01 The Bid Form is included with the Bidding Documents.
- A. All blanks on the Bid Form must be completed in ink and the Bid Form signed in ink. Erasures or alterations must be initialed in ink by the person signing the Bid Form. A Bid price must be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
- B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words "No Bid" or "Not Applicable."
- 12.02 If Bidder has obtained the Bidding Documents as Electronic Documents, then Bidder shall prepare its Bid on a paper copy of the Bid Form printed from the Electronic Documents version of the Bidding Documents. The printed copy of the Bid Form must be clearly legible, printed on 8½ inch by 11-inch paper and as closely identical in appearance to the Electronic Document version of the Bid Form as may be practical. The Owner reserves the right to accept Bid Forms which nominally vary in appearance from the original paper version of the Bid Form, providing that all required information and submittals are included with the Bid.
- 12.03 A Bid by a corporation must be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown.
- 12.04 A Bid by a partnership must be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership must be shown.
- 12.05 A Bid by a limited liability company must be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown.
- 12.06 A Bid by an individual must show the Bidder's name and official address.

- 12.07 A Bid by a joint venture must be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture must have been formally established prior to submittal of a Bid, and the official address of the joint venture must be shown.
- 12.08 All names must be printed in ink below the signatures.
- 12.09 The Bid must contain an acknowledgment of receipt of all Addenda, the numbers of which must be filled in on the Bid Form.
- 12.10 Postal and e-mail addresses and telephone number for communications regarding the Bid must be shown.
- 12.11 The Bid must contain evidence of Bidder's authority to do business in the state where the Project is located, or Bidder must certify in writing that it will obtain such authority within the time for acceptance of Bids and attach such certification to the Bid.
- 12.12 If Bidder is required to be licensed to submit a Bid or perform the Work in the state where the Project is located, the Bid must contain evidence of Bidder's licensure, or Bidder must certify in writing that it will obtain such licensure within the time for acceptance of Bids and attach such certification to the Bid. Bidder's state contractor license number, if any, must also be shown on the Bid Form.

ARTICLE 13—BASIS OF BID

13.01 DELETED

13.02 DELETED

13.03 DELETED

13.04 DELETED

13.05 *Unit Price*

- A. Bidders must submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.
- B. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity", which Owner or its representative has set forth in the Bid Form, for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

13.06 *Allowances*

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

13.07 *Price-Plus-Time Bids*

- A. The Owner will consider the time of readiness for Final Payment commitment made by the Bidder in the comparison of Bids.
- B. Bidder must designate the date by which Substantial Completion of the Work and readiness for Final Payment can be achieved and enter those dates in the Bid Form.
- C. The Agreement as executed will contain the Substantial Completion time designated in Successful Bidder's Bid, and the Contractor will be assessed liquidated damages at the rate stated in the Agreement for failure to attain Substantial Completion within that time.

ARTICLE 14—SUBMITTAL OF BID

14.01 DELETED

14.02 A Bid must be received no later than the date and time prescribed and at the place indicated in the Advertisement or invitation to bid and must be enclosed in a plainly marked package with the Project title, and, if applicable, the designated portion of the Project for which the Bid is submitted, the name and address of Bidder, and must be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid must be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid must be addressed to the location designated in the Advertisement.

14.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

ARTICLE 15—MODIFICATION AND WITHDRAWAL OF BID

15.01 An unopened Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.

15.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 15.01 and submit a new Bid prior to the date and time for the opening of Bids.

15.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, the Bidder may withdraw its Bid,

and the Bid security will be returned. Thereafter, if the Work is rebid, the Bidder will be disqualified from further bidding on the Work.

ARTICLE 16—OPENING OF BIDS

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

16.02 DELETED

ARTICLE 17—BIDS TO REMAIN SUBJECT TO ACCEPTANCE

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

ARTICLE 18—EVALUATION OF BIDS AND AWARD OF CONTRACT

18.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner also reserves the right to waive all minor Bid informalities not involving price, time, or changes in the Work.

18.02 Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible.

18.03 If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, whether in the Bid itself or in a separate communication to Owner or Engineer, then Owner will reject the Bid as nonresponsive.

18.04 If Owner awards the contract for the Work, such award will be to the responsible Bidder submitting the lowest responsive Bid.

18.05 *Evaluation of Bids*

A. In evaluating Bids, Owner will consider whether the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.

B. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.

18.06 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for

those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.

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

ARTICLE 19—BONDS AND INSURANCE

- 19.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds, other required bonds (if any), and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by required bonds and insurance documentation.
- 19.02 Article 8, Bid Security, of these Instructions, addresses any requirements for providing bid bonds as part of the bidding process.

ARTICLE 20—SIGNING OF AGREEMENT

- 20.01 When Owner issues a Notice of Award to the Successful Bidder, it will be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder must execute and deliver the required number of counterparts of the Agreement and any bonds and insurance documentation required to be delivered by the Contract Documents to Owner. Within 10 days thereafter, Owner will deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

ARTICLE 21—SALES AND USE TAXES

- 21.01 Section 6(f) of Chapter 64H of the Massachusetts General Laws exempts building materials and supplies to be used in the project from Massachusetts sales tax, and bidders shall not include in their bid any amount therefore. The words "building materials and supplies" shall include all materials and supplies consumed, employed or expended in the construction, reconstruction, alteration, remodeling or repair of any building, structure, public highway, bridge or other such public work project, as well as such material and supplies physically incorporated therein. Said words shall also include rental charges for construction vehicles, equipment and machinery rented specifically for use on the site of the project or while being used exclusively for the transportation of materials for the project. Refer to Paragraph SC-7.10 of the Supplementary Conditions for additional information.

ARTICLE 22—CONTRACTS TO BE ASSIGNED (NOT APPLICABLE)

ARTICLE 23—DELETION OF ITEMS

- 23.01 Owner reserves the right to reduce project scope by the elimination of Bid items, reduction of quantities on unit price Bid items, or deleting elements of lump sum Bid items. No adjustment to other Bid items prices will be permitted. In the case of a reduction of quantities on unit price items, the unit price will not be adjusted. Such adjustments to project scope will be

determined prior to award of the Contract and will be negotiated with the apparent Successful Bidder only. If such negotiations are not satisfactory to Owner, Owner may reject all Bids.

BID FORM FOR CONSTRUCTION CONTRACT

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

ARTICLE 1—OWNER AND BIDDER

- 1.01 This Bid is submitted to: **Town of South Hadley, Department of Public Works, 10 Industrial Drive, South Hadley, MA 01075.**
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
 - E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
 - F. Required Bidder Qualification Statement with supporting data;
 - G. **If Bid amount exceeds \$10,000, signed Compliance Statement (RD 400-6). Refer to specific equal opportunity requirements set forth in the Supplementary Conditions of the Construction Contract (EJCDC C-800);**
 - H. **If Bid amount exceeds \$25,000, signed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (AD-1048);**
 - I. **If Bid amount exceeds \$100,000, signed RD Instruction 1940-Q Exhibit A-1, Certification for Contracts, Grants, and Loans."**

ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

- 3.01 *Lump Sum Bids*
- A. Deleted.
- 3.02 *Unit Price Bids*
- A. Bidder will perform the following Work at the indicated unit prices:

REPLACEMENT OF BRIDGE S-18-021 (CK8) PEARL STREET OVER ELMER BROOK

PEARL STREET

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
101	CLEARING AND GRUBBING	A	0.1		\$
102.511	TREE PROTECTION - ARMORING AND PRUNING	EA	1		\$
103.01	TREE REMOVED-DIAMETER UNDER 24 INCHES	EA	5		\$
120	EARTH EXCAVATION	CY	230		\$
140.1	BRIDGE EXCAVATION WITHIN COFFERDAM	CY	1,530		\$
141.1	TEST PIT FOR EXPLORATION	CY	10		\$
143	CHANNEL EXCAVATION	CY	220		\$
151	GRAVEL BORROW	CY	220		\$
151.2	GRAVEL BORROW FOR BACKFILLING STRUCTURES AND PIPES	CY	486		\$
156	CRUSHED STONE	TON	100		\$
170	FINE GRADING AND COMPACTING - SUBGRADE AREA	SY	550		\$
303.12	12 INCH DUCTILE IRON WATER PIPE (MECHANICAL JOINT)	FT	120		\$
303.122	NEOPRENE PADS FOR WATER PIPE	EA	2		\$
309	DUCTILE IRON FITTINGS FOR WATER PIPE	LB	950		\$
315.08	8 INCH WATER MAIN REMOVED AND STACKED	FT	110		\$
373.12	12 INCH WATER PIPE INSULATION	FT	120		\$
440	CALCIUM CHLORIDE FOR ROADWAY DUST CONTROL	LB	2,051		\$
443	WATER FOR ROADWAY DUST CONTROL	MGL	2		\$
450.23	SUPERPAVE SURFACE COURSE - 12.5 (SSC - 12.5)	TON	45		\$
450.32	SUPERPAVE INTERMEDIATE COURSE - 19.0 (SIC - 19.0)	TON	75		\$
452	ASPHALT EMULSION FOR TACK COAT	GAL	75		\$
453	HMA JOINT ADHESIVE	FT	44		\$
482.3	SAWCUTTING ASPHALT PAVEMENT	FT	44		\$
620.12	GUARDRAIL, TL-2 (SINGLE FACED)	FT	306		\$
620.121*	LONG SPAN GUARDRAIL, TL-2 (SINGLE FACED)	FT	44		\$
627.1	TRAILING ANCHORAGE	EA	2		\$
627.82	GUARDRAIL TANGENT END TREATMENT, TL-2	EA	2		\$
630.2	HIGHWAY GUARD REMOVED AND DISCARDED	FT	100		\$
657.*	TEMPORARY FENCE	FT	325		\$
670	FENCE REMOVED AND RESET	FT	200		\$
697	SEDIMENTATION FENCE	FT	400		\$
698.3*	GEOTEXTILE FABRIC FOR SEPARATION	SY	200		\$
698.4*	GEOTEXTILE FABRIC FOR PERMANENT EROSION CONTROL	SY	425		\$
734.*	SIGN REMOVED AND RESET	EA	1		\$
748	MOBILIZATION	LS	1		\$
751	LOAM FOR ROADSIDES	CY	35		\$
765	SEEDING	SY	425		\$

767.121	SEDIMENT CONTROL BARRIER	FT	400		\$
769	PAVEMENT MILLING MULCH UNDER GUARD RAIL	FT	350		\$
833.7	DELINIATION FOR GUARD RAIL TERMINAL	EA	4		\$
851.1	TRAFFIC CONES FOR TRAFFIC MANAGEMENT	DAY	90		\$
852	SAFETY SIGNING FOR TRAFFIC MANAGEMENT	SF	40		\$
853.1	PORTABLE BREAKAWAY BARRICADE TYPE III	EA	2		\$
853.2	TEMPORARY BARRIER (TL-2)	FT	80		\$
853.21	TEMPORARY BARRIER REMOVED AND RESET	FT	80		\$
859	REFLECTORIZED DRUM	DAY	840		\$
866.106	6 INCH REFLECTORIZED WHITE LINE (THERMOPLASTIC)	FT	720		\$
867.106	6 INCH REFLECTORIZED YELLOW LINE (THERMOPLASTIC)	FT	360		\$
901	4000 PSI, 1.5 INCH, 565 CEMENT CONCRETE	CY	140		\$
910.1	STEEL REINFORCEMENT FOR STRUCTURES - EPOXY COATED	LB	30,860		\$
960.1	STRUCTURAL STEEL - COATED STEEL	LB	720		\$
970	BITUMINOUS DAMP-PROOFING	SY	120		\$
983.001	NATURAL STREAMBED MATERIAL	TON	115		\$
983.1	RIPRAP	TON	90		\$
991.1	CONTROL OF WATER - BRIDGE NO. S-18-021	LS	1		\$
999.	ALUMINUM FRAME ARCH - BRIDGE NO. S-18-021	LS	1		\$
999.1	ROOTWAD INSTALLATION	EA	5		\$
101	CLEARING AND GRUBBING	A	0.1		\$
102.511	TREE PROTECTION - ARMORING AND PRUNING	EA	1		\$
103.01	TREE REMOVED-DIAMETER UNDER 24 INCHES	EA	5		\$
120	EARTH EXCAVATION	CY	230		\$
140.1	BRIDGE EXCAVATION WITHIN COFFERDAM	CY	1,530		\$
141.1	TEST PIT FOR EXPLORATION	CY	10		\$
143	CHANNEL EXCAVATION	CY	220		\$
151	GRAVEL BORROW	CY	220		\$

B. Bidder acknowledges that:

1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
2. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

3.03 *Total Bid Price (Lump Sum and Unit Prices)*

Total Bid Price (Total of all Unit Price Bids)	\$
Completion Date for Final Payment	

ARTICLE 4—DELETED

ARTICLE 5—DELETED

ARTICLE 6—TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be ready for Final Payment by June 30, 2025.
- 6.02 Deleted.
- 6.03 Deleted.
- 6.04 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7—BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

- 7.01 *Bid Acceptance Period*
 - A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
- 7.02 *Instructions to Bidders*
 - A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.
- 7.03 *Receipt of Addenda*
 - A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date

ARTICLE 8—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

- 8.01 *Bidder’s Representations*
 - A. In submitting this Bid, Bidder represents the following:
 - 1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 - 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the

Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

8.02 *Bidder's Certifications*

- A. The Bidder certifies the following:
 1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
 2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
 3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
 4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.

- b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
- c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
- d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

(typed or printed name of organization)

By:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Date:

(typed or printed)

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

Attest:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Date:

(typed or printed)

Address for giving notices:

Bidder's Contact:

Name:

(typed or printed)

Title:

(typed or printed)

Phone: _____

Email: _____

Address: _____

Bidder's Contractor License No.: (if applicable) _____

BID BOND (PENAL SUM FORM)

Bidder Name: Address <i>(principal place of business)</i> :	Surety Name: Address <i>(principal place of business)</i> :
Owner Name: Town of South Hadley, MA Address <i>(principal place of business)</i> : 10 Industrial Dr. South Hadley, MA 01075	Bid Project <i>(name and location)</i> : Replacement of Bridge S-18-021 (CK8) Pearl Street over Elmer Brook South Hadley, MA Bid Due Date: January 23, 2025
Bond Penal Sum: [Amount] Date of Bond: [Date]	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder	Surety
_____ <i>(Full formal name of Bidder)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature) (Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.</i>	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:			
Corporate Office			
Name:		Phone number:	
Title:		Email address:	
Business address of corporate office:			
Local Office			
Name:		Phone number:	
Title:		Email address:	
Business address of local office:			

1.02 Provide information on the Business’s organizational structure:

Form of Business:	<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation		
<input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Joint Venture comprised of the following companies:			
	1.		
	2.		
	3.		
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:		State in which Business was formed:	
Is this Business authorized to operate in the Project location?		<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Pending	

1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business:

Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			

1.04 Provide information regarding the Business’s officers, partners, and limits of authority.

Name:		Title:	
Authorized to sign contracts:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$
Name:		Title:	
Authorized to sign contracts:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$
Name:		Title:	
Authorized to sign contracts:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$
Name:		Title:	

ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business:

Name of License:			
Licensing Agency:			
License No:		Expiration Date:	
Name of License:			
Licensing Agency:			
License No:		Expiration Date:	

ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

3.01 Provide information regarding Business’s Diverse Business Certification, if any. Provide evidence of current certification.

Certification	Certifying Agency	Certification Date
<input type="checkbox"/> Disadvantaged Business Enterprise		
<input type="checkbox"/> Minority Business Enterprise		
<input type="checkbox"/> Woman-Owned Business Enterprise		
<input type="checkbox"/> Small Business Enterprise		
<input type="checkbox"/> Disabled Business Enterprise		
<input type="checkbox"/> Veteran-Owned Business Enterprise		
<input type="checkbox"/> Service-Disabled Veteran-Owned Business		
<input type="checkbox"/> HUBZone Business (Historically Underutilized) Business		
<input type="checkbox"/> Other		
<input type="checkbox"/> None		

ARTICLE 4—SAFETY

4.01 Provide information regarding Business’s safety organization and safety performance.

Name of Business’s Safety Officer:		
Safety Certifications		
Certification Name	Issuing Agency	Expiration

4.02 Provide Worker’s Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

Year									
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH

ARTICLE 5—FINANCIAL

5.01 Provide information regarding the Business’s financial stability. Provide the most recent audited financial statement, and if such audited financial statement is not current, also provide the most current financial statement.

Financial Institution:		
Business address:		
Date of Business’s most recent financial statement:		<input type="checkbox"/> Attached
Date of Business’s most recent audited financial statement:		<input type="checkbox"/> Attached
Financial indicators from the most recent financial statement		
Contractor’s Current Ratio (Current Assets ÷ Current Liabilities)		
Contractor’s Quick Ratio ((Cash and Cash Equivalents + Accounts Receivable + Short Term Investments) ÷ Current Liabilities)		

ARTICLE 6—SURETY INFORMATION

6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:			
Surety is a corporation organized and existing under the laws of the state of:			
Is surety authorized to provide surety bonds in the Project location?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Is surety listed in “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Mailing Address (principal place of business):			
Physical Address (principal place of business):			
Phone (main):		Phone (claims):	

ARTICLE 7—INSURANCE

7.01 Provide information regarding Business’s insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):			
Insurance Provider		Type of Policy (Coverage Provided)	
Are providers licensed or authorized to issue policies in the Project location?			<input type="checkbox"/> Yes <input type="checkbox"/> No
Does provider have an A.M. Best Rating of A-VII or better?			<input type="checkbox"/> Yes <input type="checkbox"/> No
Mailing Address (principal place of business):			
Physical Address (principal place of business):			
Phone (main):		Phone (claims):	

ARTICLE 8—CONSTRUCTION EXPERIENCE

8.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	
Estimate of revenue for the current year:	
Estimate of revenue for the previous year:	

8.02 Provide information regarding the Business’s previous contracting experience.

Years of experience with projects like the proposed project:		
As a general contractor:		As a joint venturer:
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:		
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Been barred from contracting by any local, state, or federal agency within the last 5 years? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Been released from a bid in the past 5 years? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Defaulted on a project or failed to complete any contract awarded to it? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Refused to construct or refused to provide materials defined in the contract documents or in a change order? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Been a party to any currently pending litigation or arbitration? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Provide full details in a separate attachment if the response to any of these questions is Yes.		

8.03 List all projects currently under contract in Schedule A and provide indicated information.

8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business’s experience with projects similar in type and cost of construction.

8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business’s key leaders as well.

ARTICLE 9—REQUIRED ATTACHMENTS

9.01 Provide the following information with the Statement of Qualifications:

- A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.
- B. Diverse Business Certifications if required by Paragraph 3.01.
- C. Certification of Business’s safety performance if required by Paragraph 4.02.
- D. Financial statements as required by Paragraph 5.01.

QUALIFICATION STATEMENT

- E. Attachments providing additional information as required by Paragraph 8.02.
- F. Schedule A (Current Projects) as required by Paragraph 8.03.
- G. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.
- H. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.
- I. Additional items as pertinent.

This Statement of Qualifications is offered by:

Business: _____
(typed or printed name of organization)

By: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Date: _____
(date signed)

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

Attest: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address for giving notices:

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address: _____

Phone: _____

Email: _____

Schedule A—Current Projects

Name of Organization					
Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					
Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					
Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Schedule B—Previous Experience with Similar Projects

Name of Organization					
Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Schedule B—Previous Experience with Similar Projects

Name of Organization					
Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					
Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					
Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Schedule C—Key Individuals

Project Manager			
Name of individual			
Years of experience as project manager			
Years of experience with this organization			
Number of similar projects as project manager			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate’s role on project		Candidate’s role on project	
Project Superintendent			
Name of individual			
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate’s role on project		Candidate’s role on project	

Safety Manager			
Name of individual			
Years of experience as project manager			
Years of experience with this organization			
Number of similar projects as project manager			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	
Quality Control Manager			
Name of individual			
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

NOTICE OF AWARD

Date of Issuance:

Owner: Town of South Hadley, MA

Engineer: Fuss & O’Neill Engineer’s Project No.: 20170390.V90

Project: Replacement of Bridge S-18-021 (CK8)

Contract Name: Replacement of Bridge S-18-021 (CK8)

Bidder:

Bidder’s Address:

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

REPLACEMENT OF BRIDGE S-18-021 (CK8)

The Contract Price of the awarded Contract is \$**[Contract Price]**. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

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

Drawings will be delivered separately from the other Contract Documents.

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

1. Deliver to Owner **[number of copies sent]** counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): **[Describe other conditions that require Successful Bidder’s compliance]**

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

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: **Town of South Hadley, MA**

By (signature): _____

Name (printed): _____

Title: _____

Copy: Engineer

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

This Agreement is by and between **Town of South Hadley, MA** (“Owner”) and _____ (“Contractor”).

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

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **Excavation and backfill to install an open-bottom arched stream crossing structure, water main replacement, paving, surface restoration, and stream restoration.**

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Replacing the stream crossing and restoring the downstream scour hole at Pearl Street over Elmer Brook.**

ARTICLE 3—ENGINEER

3.01 The Owner has retained Fuss & O’Neill (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by Fuss & O’Neill.

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

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

4.02 *Contract Times: Dates*

A. The Work will be substantially complete on or before June 15, 2025, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before June 30, 2025.

4.03 DELETED

4.04 *Milestones*

A. Parts of the Work must be substantially completed on or before the following Milestone(s):

1. The work must be completed for final payment by June 30, 2025.

4.05 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. *Substantial Completion*: Contractor shall pay Owner \$1,500 for each working day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. *Completion of Remaining Work*: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$1,500 for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

ARTICLE 5—CONTRACT PRICE

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

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

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

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

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the 10th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. 95 percent of the value of the Work completed (with the balance being retainage).
 - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion of the entire construction to be provided under the construction Contract Documents, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

- A. All amounts not paid when due will bear interest at the rate of 1.0 percent per annum.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
 1. This Agreement.
 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 3. General Conditions.
 4. Supplementary Conditions.
 5. Specifications as listed in the table of contents of the project manual (copy of list attached).
 6. Drawings (not attached but incorporated by reference) consisting of **13** sheets with each sheet bearing the following general title: Replacement of Bridge S-18-021 (CK8) Pearl Street over Elmer Brook – South Hadley, MA.
 7. Addenda (numbers **[number]** to **[number]**, inclusive).

8. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid
9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the

effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the

standard wording of such published document to the Contractor, through a process such as highlighting or “track changes” (redline/strikeout), or in the Supplementary Conditions.

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

This Agreement will be effective on _____, 2025 (which is the Effective Date of the Contract).

Owner:

Town of South Hadley, Massachusetts
(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Phone: _____

Email: _____

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

Contractor:

(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Phone: _____

Email: _____

License No.: _____
(where applicable)

State: _____

NOTICE TO PROCEED

Owner: Town of South Hadley, Massachusetts Owner's Project No.: _____
Engineer: Fuss & O'Neill Engineer's Project No.: 20170390.V90
Contractor: _____ Contractor's Project No.: _____
Project: Replacement of Bridge S-18-021 (CK8)
Contract Name: Replacement of Bridge S-18-021 (CK8) Pearl Street over Elmer Brook
Effective Date of Contract: _____

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on _____ pursuant to Paragraph 4.01 of the General Conditions.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work will be done at the Site prior to such date.

In accordance with the Agreement:

The date by which Substantial Completion must be achieved is June 15, 2025, and the date by which readiness for final payment must be achieved is June 30, 2025.

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

All Terms and Conditions of the Contract Agreement and specifications

Owner: Town of South Hadley, Massachusetts
By (signature): _____
Name (printed): _____
Title: _____
Date Issued: _____
Copy: Engineer

PERFORMANCE BOND

<p>Contractor</p> <p>Name: _____</p> <p>Address <i>(principal place of business)</i>: _____</p>	<p>Surety</p> <p>Name: _____</p> <p>Address <i>(principal place of business)</i>: _____</p>
<p>Owner</p> <p>Name: Town of South Hadley, MA</p> <p>Mailing address <i>(principal place of business)</i>: _____</p> <p>Department of Public Works</p> <p>10 Industrial Dr.</p> <p>South Hadley, MA 01075</p>	<p>Contract</p> <p>Description <i>(name and location)</i>: Replacement of Bridge S-18-021 (CK8), South Hadley, MA</p> <p>Contract Price: _____</p> <p>Effective Date of Contract: _____</p>
<p>Bond</p> <p>Bond Amount: _____</p> <p>Date of Bond: _____</p> <p><i>(Date of Bond cannot be earlier than Effective Date of Contract)</i></p> <p>Modifications to this Bond form: <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 16</p>	
<p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.</p>	
Contractor as Principal	Surety
_____ <i>(Full formal name of Contractor)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<p><i>Notes: (1) Provide supplemental execution by any additional parties, such as joint ventures. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i></p>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
 - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

- 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
- 6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
- 7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
- 8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
- 9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
- 10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
- 11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
- 12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
- 13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such

statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

- 14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - 14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
 - 14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
 - 14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
 - 14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
16. Modifications to this Bond are as follows: None

PAYMENT BOND

<p>Contractor</p> <p>Name: _____</p> <p>Address (<i>principal place of business</i>): _____</p>	<p>Surety</p> <p>Name: _____</p> <p>Address (<i>principal place of business</i>): _____</p>
<p>Owner</p> <p>Name: Town of South Hadley, MA</p> <p>Mailing address (<i>principal place of business</i>): Department of Public Works 10 Industrial Dr. South Hadley, MA 01075</p>	<p>Contract</p> <p>Description (<i>name and location</i>): Replacement of Bridge S-18-021, Pearl Street over Elmer Brook South Hadley, MA</p> <p>Contract Price: _____</p> <p>Effective Date of Contract: _____</p>
<p>Bond</p> <p>Bond Amount: _____</p> <p>Date of Bond: _____ <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i></p> <p>Modifications to this Bond form: <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 18</p>	
<p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.</p>	
Contractor as Principal	Surety
_____ <i>(Full formal name of Contractor)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<p><i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i></p>	

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

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions
 - 16.1. *Claim*—A written statement by the Claimant including at a minimum:
 - 16.1.1. The name of the Claimant;
 - 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
 - 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 - 16.1.4. A brief description of the labor, materials, or equipment furnished;

- 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 - 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
 - 16.1.7. The total amount of previous payments received by the Claimant; and
 - 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic’s lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of “labor, materials, or equipment” that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor’s subcontractors, and all other items for which a mechanic’s lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
18. Modifications to this Bond are as follows: None

Contractor's Application for Payment

Owner: _____	Owner's Project No.: _____
Engineer: _____	Engineer's Project No.: _____
Contractor: _____	Contractor's Project No.: _____
Project: _____	
Contract: _____	
Application No.: _____	Application Date: _____
Application Period: From _____ to _____	

1. Original Contract Price	\$	-
2. Net change by Change Orders	\$	-
3. Current Contract Price (Line 1 + Line 2)	\$	-
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	-
5. Retainage		
a. _____ X \$ _____ - Work Completed	\$	-
b. _____ X \$ _____ - Stored Materials	\$	-
c. Total Retainage (Line 5.a + Line 5.b)	\$	-
6. Amount eligible to date (Line 4 - Line 5.c)	\$	-
7. Less previous payments (Line 6 from prior application)		
8. Amount due this application	\$	-
9. Balance to finish, including retainage (Line 3 - Line 4)	\$	-

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: _____

Signature: _____ **Date:** _____

Recommended by Engineer	Approved by Owner
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____
Approved by Funding Agency	
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

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

Application No.: _____ Application Period: From _____ to _____ Application Date: _____

A	B	C	D	E	F	G	H	I
Item No.	Description	Scheduled Value (\$)	Work Completed		Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)
			(D + E) From Previous Application (\$)	This Period (\$)				
Original Contract								
			-			-		-
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
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						-		-
						-		-
						-		-
						-		-
						-		-
	Original Contract Totals	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

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

Application No.: _____ Application Period: From _____ to _____ Application Date: _____

A	B	C	D	E	F	G	H	I
Item No.	Description	Scheduled Value (\$)	Work Completed		Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)
			(D + E) From Previous Application (\$)	This Period (\$)				
Change Orders								
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
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						-		-
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						-		-
Change Order Totals		\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
Original Contract and Change Orders								
Project Totals		\$ -	\$ -	\$ -	\$ -	\$ -		\$ -

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner: _____
 Engineer: _____
 Contractor: _____
 Project: _____
 Contract: _____

Owner's Project No.: _____
 Engineer's Project No.: _____
 Contractor's Project No.: _____

Application No.: _____ Application Period: From _____ to _____ Application Date: _____

A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Contract Information				Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (I / F) (%)	Balance to Finish (F - J) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
Original Contract											
					-		-		-		-
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Original Contract Totals					\$ -		\$ -	\$ -	\$ -		\$ -

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner: _____
 Engineer: _____
 Contractor: _____
 Project: _____
 Contract: _____

Owner's Project No.: _____
 Engineer's Project No.: _____
 Contractor's Project No.: _____

Application No.: _____ Application Period: From _____ to _____ Application Date: _____

A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Contract Information				Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (I / F) (%)	Balance to Finish (F - J) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
Change Orders											
					-		-		-		-
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Change Order Totals					\$ -		\$ -	\$ -	\$ -		\$ -
Original Contract and Change Orders											
Project Totals					\$ -		\$ -	\$ -	\$ -		\$ -

Stored Materials Summary

Contractor's Application for Payment

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

Application No.: _____ Application Period: From _____ to _____ Application Date: _____

A	B	C	D	E	F	Materials Stored			Incorporated in Work			M
Item No. (Lump Sum Tab) or Bid Item No. (Unit Price Tab)	Supplier Invoice No.	Submittal No. (with Specification Section No.)	Description of Materials or Equipment Stored	Storage Location	Application No. When Materials Placed in Storage	Previous Amount Stored (\$)	Amount Stored this Period (\$)	Amount Stored to Date (G+H) (\$)	Amount Previously Incorporated in the Work (\$)	Amount Incorporated in the Work this Period (\$)	Total Amount Incorporated in the Work (J+K) (\$)	Materials Remaining in Storage (I-L) (\$)
								-			-	-
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								-			-	-
Totals						\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: Town of South Hadley, Massachusetts Owner's Project No.:
Engineer: Fuss & O'Neill Engineer's Project No.: 20170390.V90
Contractor: Contractor's Project No.:
Project: Replacement of Bridge S-18-021 (CK8)
Contract
Name: Replacement of Bridge S-18-021 (CK8) Pearl Street over Elmer Brook

This Preliminary Final Certificate of Substantial Completion applies to:

All Work The following specified portions of the Work:

[Describe the portion of the work for which Certificate of Substantial Completion is issued]

Date of Substantial Completion: **June 15, 2025**

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

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

Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.

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

Amendments to Owner's Responsibilities: None As follows:
[List amendments to Owner's Responsibilities]

Amendments to Contractor's Responsibilities: None As follows:
[List amendments to Contractor's Responsibilities]

The following documents are attached to and made a part of this Certificate:
[List attachments such as punch list; other documents]

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

Engineer

By (signature): _____

Name (printed): _____

Title: _____

NOTICE OF ACCEPTABILITY OF WORK

Owner: Town of South Hadley, MA Owner’s Project No.:
Engineer: Fuss & O’Neill Engineer’s Project No.: 20170390.V90
Contractor: Contractor’s Project No.:
Project: Replacement of Bridge S-18-021 (CK8)
Contract
Name: Replacement of Bridge S-18-021 (CK8) Pearl Street over Elmer Brook
Notice Date: Effective Date of the Construction Contract:

The Engineer hereby gives notice to the Owner and Contractor that Engineer recommends final payment to Contractor, and that the Work furnished and performed by Contractor under the Construction Contract is acceptable, expressly subject to the provisions of the Construction Contract’s Contract Documents (“Contract Documents”) and of the Agreement between Owner and Engineer for Professional Services dated **[date of professional services agreement]** (“Owner-Engineer Agreement”). This Notice of Acceptability of Work (Notice) is made expressly subject to the following terms and conditions to which all who receive and rely on said Notice agree:

- 1. This Notice has been prepared with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
- 2. This Notice reflects and is an expression of the Engineer’s professional opinion.
- 3. This Notice has been prepared to the best of Engineer’s knowledge, information, and belief as of the Notice Date.
- 4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor’s Work) under the Owner-Engineer Agreement, and applies only to facts that are within Engineer’s knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Owner-Engineer Agreement.
- 5. This Notice is not a guarantee or warranty of Contractor’s performance under the Construction Contract, an acceptance of Work that is not in accordance with the Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents, or to otherwise comply with the Contract Documents or the terms of any special guarantees specified therein.
- 6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner’s reservations of rights with respect to completion and final payment.

Engineer

By *(signature)*: _____

Name *(printed)*: _____

Title: _____

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

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

- requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.
- b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.
 - c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.
 - d. A demand for money or services by a third party is not a Claim.
11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
 12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.
 13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
 14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.
 15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
 16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
 17. *Cost of the Work*—See Paragraph 13.01 for definition.
 18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
 19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
 20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
 21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the

recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

22. *Engineer*—The individual or entity named as such in the Agreement.
23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.
 - a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.
 - b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.
 - c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.
25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.
28. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
29. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.
32. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.
34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer’s review of the submittals.
36. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor’s Applications for Payment.
37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
38. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.
39. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
40. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers’ instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
42. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion of such Work.

43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.
44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
45. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
46. *Technical Data*
- a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.
 - b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.
 - c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.
47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.
48. *Unit Price Work*—Work to be paid for on the basis of unit prices.
49. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 Terminology

- A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:* The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day:* The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective:* The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
1. does not conform to the Contract Documents;
 2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 3. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).
- E. *Furnish, Install, Perform, Provide*
1. The word “furnish,” when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 2. The word “install,” when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

- F. *Contract Price or Contract Times*: References to a change in “Contract Price or Contract Times” or “Contract Times or Contract Price” or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term “or both” is not expressed.
- G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Performance and Payment Bonds; Evidence of Insurance*

- A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).
- B. *Evidence of Contractor’s Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.
- C. *Evidence of Owner’s Insurance*: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

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

2.03 *Before Starting Construction*

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:
 - 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
 - 2. a preliminary Schedule of Submittals; and
 - 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work

into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

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

2.05 *Acceptance of Schedules*

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

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.
- B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.
- F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- G. Nothing in the Contract Documents creates:
 - 1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or
 - 2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

3.02 *Reference Standards*

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

inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

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

B. *Resolving Discrepancies*

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

3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.

- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

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

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

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

4.03 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the

established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

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

4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
 - 1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 - 2. Abnormal weather conditions;
 - 3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and
 - 4. Acts of war or terrorism.

- D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:
1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
 2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.
 3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.
- E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:
1. The circumstances that form the basis for the requested adjustment;
 2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
 3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
 4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and
 5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.
- Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.
- F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.
- G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.

- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

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

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.
- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.
 - C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment

and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

- D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:

1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;
2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and
3. Technical Data contained in such reports and drawings.

- B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

- C. *Reliance by Contractor on Technical Data:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.

- D. *Limitations of Other Data and Documents:* Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;
3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or
4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

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

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

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- E. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in

Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
 - c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
- a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;
 - b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice required by Paragraph 5.04.A.
3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.
- F. *Underground Facilities; Hazardous Environmental Conditions*: Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities*: Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:
1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 2. complying with applicable state and local utility damage prevention Laws and Regulations;

3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;
 4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.
- C. *Engineer's Review:* Engineer will:
1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;
 2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;
 3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and
 4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.

During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- F. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown

or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
 - b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and
 - c. Contractor gave the notice required in Paragraph 5.05.B.
2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
 3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.
 4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;
2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
3. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures

- of construction to be employed by Contractor, and safety precautions and programs incident thereto;
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.
- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.
- H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special

conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.
- B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.
- C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or

Regulations, and must be issued and signed by a surety named in “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual’s authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

- D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.
- E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.
- F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner’s termination rights under Article 16.
- G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.
- H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Alternative forms of insurance coverage, including but not limited to self-insurance and “Occupational Accident and Excess Employer’s Indemnity Policies,” are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.
- D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by

Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.

- E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.
- F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.
- H. Contractor shall require:
 - 1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and
 - 2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.
- I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.
- K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.

- L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.
- M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.
- N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

6.03 Contractor's Insurance

- A. *Required Insurance:* Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.
- B. *General Provisions:* The policies of insurance required by this Paragraph 6.03 as supplemented must:
 - 1. include at least the specific coverages required;
 - 2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;
 - 3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;
 - 4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and
 - 5. include all necessary endorsements to support the stated requirements.
- C. *Additional Insureds:* The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:
 - 1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;
 - 2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;
 - 3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);

4. not seek contribution from insurance maintained by the additional insured; and
5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

6.04 *Builder's Risk and Other Property Insurance*

- A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.
- B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.
- C. *Property Insurance for Substantially Complete Facilities*: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.
- D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.
- E. *Insurance of Other Property; Additional Insurance*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 *Property Losses; Subrogation*

- A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against

Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.

1. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.
 2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.
1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.
- C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.
- D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

6.06 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 *Contractor's Means and Methods of Construction*

- A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 *Supervision and Superintendence*

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

7.03 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.

- B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.
- C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.04 *Services, Materials, and Equipment*

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

7.05 *"Or Equals"*

- A. *Contractor's Request; Governing Criteria:* Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.
 - 1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that the proposed item:
 - 1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

- 2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) has a proven record of performance and availability of responsive service; and
 - 4) is not objectionable to Owner.
- b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:
- 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.
- E. *Treatment as a Substitution Request*: If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 *Substitutes*

- A. *Contractor's Request; Governing Criteria*: Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.
1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.
 2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:
 - a. will certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design;
 - 2) be similar in substance to the item specified; and
 - 3) be suited to the same use as the item specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute item from the item specified; and
 - 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

- E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 *Concerning Subcontractors and Suppliers*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.
- B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.
- E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.
- F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

- H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.
- J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.
- K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.
- L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.
- M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 *Patent Fees and Royalties*

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

7.09 *Permits*

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

7.10 *Taxes*

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

7.11 *Laws and Regulations*

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

7.12 *Record Documents*

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

7.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.
- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.
- C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.
- F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.
- H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

- I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).
- J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 *Hazard Communication Programs*

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

7.15 *Emergencies*

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

7.16 *Submittals*

A. *Shop Drawing and Sample Requirements*

- 1. Before submitting a Shop Drawing or Sample, Contractor shall:
 - a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determine and verify:
 - 1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;
 - 2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - 3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;
 - c. confirm that the Submittal is complete with respect to all related data included in the Submittal.
- 2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.

3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.
- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.
1. *Shop Drawings*
 - a. Contractor shall submit the number of copies required in the Specifications.
 - b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.
 2. *Samples*
 - a. Contractor shall submit the number of Samples required in the Specifications.
 - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.
 3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Engineer's Review of Shop Drawings and Samples*
1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
 2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.
 3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
 4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will

document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.

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

D. Resubmittal Procedures for Shop Drawings and Samples

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

E. Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:
 - a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.
 - b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.
 - c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.

- d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.
 2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03, 2.04, and 2.05.
- F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

7.17 Contractor's General Warranty and Guarantee

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.
- B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:
1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and
 2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.
- C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 2. normal wear and tear under normal usage.
- D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:
1. Observations by Engineer;
 2. Recommendation by Engineer or payment by Owner of any progress or final payment;
 3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 4. Use or occupancy of the Work or any part thereof by Owner;
 5. Any review and approval of a Shop Drawing or Sample submittal;
 6. The issuance of a notice of acceptability by Engineer;
 7. The end of the correction period established in Paragraph 15.08;
 8. Any inspection, test, or approval by others; or

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

7.18 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.19 *Delegation of Professional Design Services*

- A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.
- B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.
- C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.

- D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.
- E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:
 - 1. Checking for conformance with the requirements of this Paragraph 7.19;
 - 2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and
 - 3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.
- F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.
- G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

ARTICLE 8—OTHER WORK AT THE SITE

8.01 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.
- D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

- E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.
- F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

8.02 *Coordination*

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

8.03 *Legal Relationships*

- A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.
 - 1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.
 - 2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.
- C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9—OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

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

9.02 *Replacement of Engineer*

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

9.03 *Furnish Data*

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

9.04 *Pay When Due*

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

- 9.05 *Lands and Easements; Reports, Tests, and Drawings*
- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
 - B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
 - C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.
- 9.06 *Insurance*
- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.
- 9.07 *Change Orders*
- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.
- 9.08 *Inspections, Tests, and Approvals*
- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.
- 9.09 *Limitations on Owner's Responsibilities*
- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- 9.10 *Undisclosed Hazardous Environmental Condition*
- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.
- 9.11 *Evidence of Financial Arrangements*
- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).
- 9.12 *Safety Programs*
- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
 - B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

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

10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Resident Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.
- B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

10.04 *Engineer's Authority*

- A. Engineer has the authority to reject Work in accordance with Article 14.
- B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.
- C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.
- D. Engineer's authority as to changes in the Work is set forth in Article 11.

E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 *Determinations for Unit Price Work*

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

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

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

10.07 *Limitations on Engineer's Authority and Responsibilities*

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

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

10.08 *Compliance with Safety Program*

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

ARTICLE 11—CHANGES TO THE CONTRACT

11.01 *Amending and Supplementing the Contract*

- A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
- B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.
- C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

11.02 *Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 - 1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 - 2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
 - 3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and
 - 4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

11.03 *Work Change Directives*

- A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.

- B. If Owner has issued a Work Change Directive and:
 - 1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.
 - 2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 *Field Orders*

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

11.05 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.
- B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.
- C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.06 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

11.07 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:

1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);
 2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or
 3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).
- C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit will be determined as follows:
1. A mutually acceptable fixed fee; or
 2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;
 - b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;
 - c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;
 - d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
 - e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and
 - f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

11.08 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.
- B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 *Change Proposals*

A. *Purpose and Content:* Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.

B. *Change Proposal Procedures*

1. *Submittal:* Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.
2. *Supporting Data:* The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.
 - a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.
 - b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

3. *Engineer's Initial Review:* Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.
4. *Engineer's Full Review and Action on the Change Proposal:* Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change

Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

5. *Binding Decision*: Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- C. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.
- D. *Post-Completion*: Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

11.10 *Notification to Surety*

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

ARTICLE 12—CLAIMS

12.01 *Claims*

- A. *Claims Process*: The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:
 1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;
 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and
 4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.
- B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge

and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

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

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

13.01 *Cost of the Work*

- A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
 - 1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or

2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included:* Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.
 2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.
 3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
 4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.
 5. Other costs consisting of the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are

consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

- 1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.

c. *Construction Equipment Rental*

- 1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.
- 2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.
- 3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.

- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
- e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.

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

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

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
- 2. The cost of purchasing, renting, or furnishing small tools and hand tools.
- 3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
- 6. Expenses incurred in preparing and advancing Claims.
- 7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*

- 1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:
 - a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.
 - b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:
 - 1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.
 - 2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.
- 2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change

Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

- E. *Documentation and Audit:* Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

13.02 Allowances

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

13.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision

thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
 - a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 - b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
3. Adjusted unit prices will apply to all units of that item.

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

14.01 *Access to Work*

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

14.02 *Tests, Inspections, and Approvals*

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

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

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

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

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

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

14.04 *Acceptance of Defective Work*

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

14.05 *Uncovering Work*

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

14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work,

or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 Owner May Correct Defective Work

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

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

15.01 Progress Payments

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

establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

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

C. *Review of Applications*

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work;
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
 - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due*

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

E. *Reductions in Payment by Owner*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

- b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. The Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. The Contract Price has been reduced by Change Orders;
 - i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;
 - j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or
 - l. Other items entitle Owner to a set-off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
 3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time

submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without

significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.
2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

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

15.06 *Final Payment*

A. *Application for Payment*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.
2. The final Application for Payment must be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.

- d. a list of all duly pending Change Proposals and Claims; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.
- B. *Engineer's Review of Final Application and Recommendation of Payment:* If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.
- C. *Notice of Acceptability:* In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.
- D. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.
- E. *Final Payment Becomes Due:* Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 *Waiver of Claims*

- A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim,

appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.

- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. correct the defective repairs to the Site or such adjacent areas;
 - 2. correct such defective Work;
 - 3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.
- B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.
- C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.
- D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

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

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

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

16.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
 - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);
 - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 - 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
 - 1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and
 - 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects,

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

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

16.03 *Owner May Terminate for Convenience*

- A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The

provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this article:
1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and
 2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this article, Owner or Contractor may:
1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;
 2. agree with the other party to submit the dispute to another dispute resolution process; or
 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18—MISCELLANEOUS

18.01 *Giving Notice*

- A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:
1. in person, by a commercial courier service or otherwise, to the recipient's place of business;
 2. by registered or certified mail, postage prepaid, to the recipient's place of business; or
 3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

18.02 *Computation of Times*

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

18.03 *Cumulative Remedies*

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

18.04 *Limitation of Damages*

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

18.05 *No Waiver*

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

18.06 *Survival of Obligations*

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

18.07 *Controlling Law*

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

18.08 *Assignment of Contract*

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

18.09 *Successors and Assigns*

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

18.10 *Headings*

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

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SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

These Supplementary Conditions amend or supplement EJCDC® C-700, Standard General Conditions of the Construction Contract (2018). The General Conditions remain in full force and effect except as amended.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added—for example, "Paragraph SC-4.05."

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

SC-1.01.A.3 – Add the following at the end of the Paragraph

The Application for Payment form to be used on this Project is EJCDC C-620 or similar approved format.

SC-1.01.A.8 – Add the following at the end of the Paragraph:

The Change Order form to be used on this Project is EJCDC C-941 (2018) provided in these specifications.

SC-1.01.A.22 – Delete the words “the individual or entity named as such in the Agreement” in 1.01.A.22 entitled “engineer” and insert the following in their place:

“The individual or entity duly appointed by the Owner to undertake the duties and powers herein assigned to the Engineer, act either directly or through duly appointed representatives.

SC-1.01.A.50 – Add the following at the end of the Paragraph:

The Work Change Directive form to be used on this Project is EJCDC C-940 (2018). Agency approval is required before a Work Change Directive is issued.

ARTICLE 2—PRELIMINARY MATTERS

2.01 Delivery of Bonds and Evidence of Insurance

SC-2.01 Delete Paragraphs 2.01.B. and C. in their entirety and insert the following in their place:

- B. *Evidence of Contractor’s Insurance:* When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner copies of the policies (including**

all endorsements, and identification of applicable self-insured retentions and deductibles) of insurance required to be provided by Contractor in this Contract. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

- C. *Evidence of Owner's Insurance*: After receipt from Contractor of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor copies of the policies of insurance to be provided by Owner in this Contract (if any). Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

2.02 *Copies of Documents*

SC-2.02 Delete Paragraph 2.02.A in its entirety and insert the following new paragraph in its place:

- A. Owner shall furnish to Contractor two printed copies of conformed Contract Documents incorporating and integrating all Addenda and any amendments negotiated prior to the Effective Date of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies of the conformed Contract Documents will be furnished upon request at the cost of reproduction.

2.06 *Electronic Transmittals*

SC-2.06 Delete Paragraphs 2.06.B and 2.06.C in their entirety and insert the following in their place:

- B. *Electronic Documents Protocol*: The parties shall conform to the following provisions in Paragraphs 2.06.B and 2.06.C, together referred to as the Electronic Documents Protocol ("EDP" or "Protocol") for exchange of electronic transmittals.

1. *Basic Requirements*

- a. To the fullest extent practical, the parties agree to and will transmit and accept Electronic Documents in an electronic or digital format using the procedures described in this Protocol. Use of the Electronic Documents and any information contained therein is subject to the requirements of this Protocol and other provisions of the Contract.
- b. The contents of the information in any Electronic Document will be the responsibility of the transmitting party.
- c. Electronic Documents as exchanged by this Protocol may be used in the same manner as the printed versions of the same documents that are exchanged using non-electronic format and methods, subject to the same governing requirements, limitations, and restrictions, set forth in the Contract Documents.
- d. Except as otherwise explicitly stated herein, the terms of this Protocol will be incorporated into any other agreement or subcontract between a party and any third party for any portion of the Work on the Project, or any Project-related services, where that third party is, either directly or indirectly, required to exchange Electronic Documents with a party or with Engineer. Nothing herein will modify the requirements of the Contract regarding communications between and among the parties and their subcontractors and consultants.
- e. When transmitting Electronic Documents, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items

resulting from the receiving party's use of software application packages, operating systems, or computer hardware differing from those established in this Protocol.

- f. Nothing herein negates any obligation 1) in the Contract to create, provide, or maintain an original printed record version of Drawings and Specifications, signed and sealed according to applicable Laws and Regulations; 2) to comply with any applicable Law or Regulation governing the signing and sealing of design documents or the signing and electronic transmission of any other documents; or 3) to comply with the notice requirements of Paragraph 18.01 of the General Conditions.

2. *System Infrastructure for Electronic Document Exchange*

- a. Each party will provide hardware, operating system(s) software, internet, e-mail, and large file transfer functions ("System Infrastructure") at its own cost and sufficient for complying with the EDP requirements. With the exception of minimum standards set forth in this EDP, and any explicit system requirements specified by attachment to this EDP, it is the obligation of each party to determine, for itself, its own System Infrastructure.
 - 1) The maximum size of an email attachment for exchange of Electronic Documents under this EDP is 20 MB. Attachments larger than that may be exchanged using large file transfer functions or physical media.
 - 2) Each Party assumes full and complete responsibility for any and all of its own costs, delays, deficiencies, and errors associated with converting, translating, updating, verifying, licensing, or otherwise enabling its System Infrastructure, including operating systems and software, for use with respect to this EDP.
- b. Each party is responsible for its own system operations, security, back-up, archiving, audits, printing resources, and other Information Technology ("IT") for maintaining operations of its System Infrastructure during the Project, including coordination with the party's individual(s) or entity responsible for managing its System Infrastructure and capable of addressing routine communications and other IT issues affecting the exchange of Electronic Documents.
- c. Each party will operate and maintain industry-standard, industry-accepted, ISO-standard, commercial-grade security software and systems that are intended to protect the other party from: software viruses and other malicious software like worms, trojans, adware; data breaches; loss of confidentiality; and other threats in the transmission to or storage of information from the other parties, including transmission of Electronic Documents by physical media such as CD/DVD/flash drive/hard drive. To the extent that a party maintains and operates such security software and systems, it shall not be liable to the other party for any breach of system security.
- d. In the case of disputes, conflicts, or modifications to the EDP required to address issues affecting System Infrastructure, the parties shall cooperatively resolve the issues; but, failing resolution, the Owner is authorized to make and require reasonable and necessary changes to the EDP to effectuate its original intent. If the changes cause additional cost or time to Contractor, not reasonably anticipated

under the original EDP, Contractor may seek an adjustment in price or time under the appropriate process in the Contract.

- e. Each party is responsible for its own back-up and archive of documents sent and received during the term of the contract under this EDP, unless this EDP establishes a Project document archive, either as part of a mandatory Project website or other communications protocol, upon which the parties may rely for document archiving during the specified term of operation of such Project document archive. Further, each party remains solely responsible for its own post-Project back-up and archive of Project documents after the term of the Contract, or after termination of the Project document archive, if one is established, for as long as required by the Contract and as each party deems necessary for its own purposes.
- f. If a receiving party receives an obviously corrupted, damaged, or unreadable Electronic Document, the receiving party will advise the sending party of the incomplete transmission.
- g. The parties will bring any non-conforming Electronic Documents into compliance with the EDP. The parties will attempt to complete a successful transmission of the Electronic Document or use an alternative delivery method to complete the communication.
- h. The Owner will operate a Project information management system (also referred to in this EDP as "Project Website") for use of Owner, Engineer and Contractor during the Project for exchange and storage of Project-related communications and information. Except as otherwise provided in this EDP or the General Conditions, use of the Project Website by the parties as described in this Paragraph will be mandatory for exchange of Project documents, communications, submittals, and other Project-related information. The following conditions and standards will govern use of the Project Website:
 - 1) Describe the period of time during which the Project Website will be operated and be available for reliance by the parties;
 - 2) Provide any minimum system infrastructure, software licensing and security standards for access to and use of the Project Website;
 - 3) Describe the types and extent of services to be provided at the Project Website (such as large file transfer, email, communication and document archives, etc.); and
 - 4) Include any other Project Website attributes that may be pertinent to Contractor's use of the facility and pricing of such use.

C. *Software Requirements for Electronic Document Exchange; Limitations*

- 1. Each party will acquire the software and software licenses necessary to create and transmit Electronic Documents and to read and to use any Electronic Documents received from the other party (and if relevant from third parties), using the software formats required in this section of the EDP.
 - a. Prior to using any updated version of the software required in this section for sending Electronic Documents to the other party, the originating party will first

notify and receive concurrence from the other party for use of the updated version or adjust its transmission to comply with this EDP.

2. The parties agree not to intentionally edit, reverse engineer, decrypt, remove security or encryption features, or convert to another format for modification purposes any Electronic Document or information contained therein that was transmitted in a software data format, including Portable Document Format (PDF), intended by sender not to be modified, unless the receiving party obtains the permission of the sending party or is citing or quoting excerpts of the Electronic Document for Project purposes.

SC-2.06 Supplement Paragraph 2.06 of the General Conditions by adding the following paragraph:

D. *Requests by Contractor for Electronic Documents in Other Formats*

1. Release of any Electronic Document versions of the Project documents in formats other than those identified in the Electronic Documents Protocol (if any) or elsewhere in the Contract will be at the sole discretion of the Owner.
2. To extent determined by Owner, in its sole discretion, to be prudent and necessary, release of Electronic Documents versions of Project documents and other Project information requested by Contractor ("Request") in formats other than those identified in the Electronic Documents Protocol (if any) or elsewhere in the Contract will be subject to the provisions of the Owner's response to the Request, and to the following conditions to which Contractor agrees:
 - a. The content included in the Electronic Documents created by Engineer and covered by the Request was prepared by Engineer as an internal working document for Engineer's purposes solely, and is being provided to Contractor on an "AS IS" basis without any warranties of any kind, including, but not limited to any implied warranties of fitness for any purpose. As such, Contractor is advised and acknowledges that the content may not be suitable for Contractor's application, or may require substantial modification and independent verification by Contractor. The content may include limited resolution of models, not-to-scale schematic representations and symbols, use of notes to convey design concepts in lieu of accurate graphics, approximations, graphical simplifications, undocumented intermediate revisions, and other devices that may affect subsequent reuse.
 - b. Electronic Documents containing text, graphics, metadata, or other types of data that are provided by Engineer to Contractor under the request are only for convenience of Contractor. Any conclusion or information obtained or derived from such data will be at the Contractor's sole risk and the Contractor waives any claims against Engineer or Owner arising from use of data in Electronic Documents covered by the Request.
 - c. Contractor shall indemnify and hold harmless Owner and Engineer and their subconsultants from all claims, damages, losses, and expenses, including attorneys' fees and defense costs arising out of or resulting from Contractor's use, adaptation, or distribution of any Electronic Documents provided under the Request.
 - d. Contractor agrees not to sell, copy, transfer, forward, give away or otherwise distribute this information (in source or modified file format) to any third party without the direct written authorization of Engineer, unless such distribution is specifically identified in the Request and is limited to Contractor's subcontractors.

Contractor warrants that subsequent use by Contractor's subcontractors complies with all terms of the Contract Documents and Owner's response to Request.

3. In the event that Owner elects to provide or directs the Engineer to provide to Contractor any Contractor-requested Electronic Document versions of Project information that is not explicitly identified in the Contract Documents as being available to Contractor, the Owner shall be reimbursed by Contractor on an hourly basis (at \$200 per hour) for any engineering costs necessary to create or otherwise prepare the data in a manner deemed appropriate by Engineer.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

SC-3.01 Delete Paragraph 3.01.C in its entirety.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

SC-4.01.A – Delete the last sentence of paragraph.

4.05 *Delays in Contractor's Progress*

SC-4.05 Paragraph is mandatory for WWD projects.

SC-4.05 Amend Paragraph 4.05.C by adding the following subparagraphs:

5. *Weather-Related Delays*

- a. If "abnormal weather conditions" as set forth in Paragraph 4.05.C.2 of the General Conditions are the basis for a request for an equitable adjustment in the Contract Times, such request must be documented by data substantiating each of the following: 1) that weather conditions were abnormal for the period of time in which the delay occurred, 2) that such weather conditions could not have been reasonably anticipated, and 3) that such weather conditions had an adverse effect on the Work as scheduled. **Extreme or unusual weather that is typical for a given region, elevation, or season should not be considered abnormal weather conditions. Requests for time extensions due to abnormal weather conditions will be submitted to the Engineer within five days of the end of the abnormal weather condition event. It is the responsibility of the Contractor to provide the information listed in SC 4.05.C.5.b.**
- b. The existence of abnormal weather conditions will be determined on a month-by-month basis in accordance with the following:
 - 1) Every workday on which one or more of the following conditions exist will be considered a "bad weather day":
 - i) Total precipitation (as rain equivalent) occurring between 7:00 p.m. on the preceding day (regardless of whether such preceding day is a workday) through 7:00 p.m. on the workday in question equals or exceeds 1.0 inches of precipitation (as rain equivalent, based on the

snow/rain conversion indicated in the table entitled Foreseeable Bad Weather Days; such table is hereby incorporated in this SC-4.05.C by reference.

- ii) Ambient outdoor air temperature at 11:00 a.m. is equal to or less than the following low temperature threshold: 20 degrees Fahrenheit; or, at 3:00 p.m. the ambient outdoor temperature is equal to or greater than the following high temperature threshold: 100 degrees Fahrenheit.

ARTICLE 5—SITE, SUBSURFACE AND PHYSICAL CONDITIONS, HAZARDOUS ENVIRONMENTAL CONDITIONS

5.03 *Subsurface and Physical Conditions*

SC-5.03 Add the following new paragraphs immediately after Paragraph 5.03.D:

- E. The following table lists the reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data, and specifically identifies the Technical Data in the report upon which Contractor may rely:

Report Title	Date of Report	Technical Data
<i>Preliminary Geotechnical Engineering Recommendations, Pearl Street Culvert Replacement</i>	February 28, 2023	Summary of subsurface conditions

- F. The following table lists the drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data, and specifically identifies the Technical Data upon which Contractor may rely:

Drawing Title	Date of Drawings	Technical Data
None		

SC-5.06 Add the following new paragraphs immediately after Paragraph 5.06.A.3:

4. The following table lists the reports known to Owner relating to Environmental Conditions at or adjacent to the Site, and the Technical Data (if any) upon which Contractor may rely:

Report Title	Date of Report	Technical Data
<i>Turtle Protection Plan</i>	June 27, 2024	Turtle protection during construction

5. The following table lists the drawings known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and Technical Data (if any) contained in such Drawings upon which Contractor may rely:

Drawings Title	Date of Drawings	Technical Data
None		

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

SC-6.01 Add the following paragraphs immediately after Paragraph 6.01.A:

1. *Required Performance Bond Form:* The performance bond that Contractor furnishes will be in the form of EJCDC® C-610, Performance Bond (2010, 2013, or 2018 edition).
2. *Required Payment Bond Form:* The payment bond that Contractor furnishes will be in the form of EJCDC® C-615, Payment Bond (2010, 2013, or 2018 edition).

6.02 *Insurance—General Provisions*

SC-6.02 Add the following paragraph immediately after Paragraph 6.02.B:

1. Contractor may obtain worker’s compensation insurance from an insurance company that has not been rated by A.M. Best, provided that such company (a) is domiciled in the state in which the Project is located, (b) is certified or authorized as a worker’s compensation insurance provider by the appropriate state agency, and (c) has been accepted to provide worker’s compensation insurance for similar projects by the state within the last 12 months.

Delete Paragraph 6.02.E in its entirety.

Add the following paragraph immediately after 6.02.N

“O. If OWNER has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained by CONTRACTOR in accordance with

the Article 6 on the basis of its not complying with the Contract Documents, OWNER will notify CONTRACTOR in writing thereof within thirty days of the date of delivery of such certificates to OWNER in accordance with paragraph 2.01.B. CONTRACTOR will provide such additional information in respect of insurance provided by him a OWNER may reasonably request.”

6.03 *Contractor’s Insurance*

SC-6.03 Supplement Paragraph 6.03 with the following provisions after Paragraph 6.03.C:

- D. *Other Additional Insureds:* As a supplement to the provisions of Paragraph 6.03.C of the General Conditions, the commercial general liability, automobile liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies must include as additional insureds (in addition to Owner and Engineer) the following: None
- E. *Workers’ Compensation and Employer’s Liability:* Contractor shall purchase and maintain workers’ compensation and employer’s liability insurance, including, as applicable, United States Longshoreman and Harbor Workers’ Compensation Act, Jones Act, stop-gap employer’s liability coverage for monopolistic states, and foreign voluntary workers’ compensation (from available sources, notwithstanding the jurisdictional requirement of Paragraph 6.02.B of the General Conditions).

Workers’ Compensation and Related Policies	Policy limits of not less than:
Workers’ Compensation	
State	Statutory
Applicable Federal (e.g., Longshoreman’s)	Statutory
Foreign voluntary workers’ compensation (employer’s responsibility coverage), if applicable	Statutory

- F. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against claims for:
 1. damages because of bodily injury, sickness or disease, or death of any person other than Contractor’s employees,
 2. damages insured by reasonably available personal injury liability coverage, and
 3. damages because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- G. *Commercial General Liability—Form and Content:* Contractor’s commercial liability policy must be written on a 1996 (or later) Insurance Services Organization, Inc. (ISO) commercial general liability form (occurrence form) and include the following coverages and endorsements:
 1. Products and completed operations coverage.
 - a. Such insurance must be maintained for three years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.

2. Blanket contractual liability coverage, including but not limited to coverage of Contractor’s contractual indemnity obligations in Paragraph 7.18.
 3. Severability of interests and no insured-versus-insured or cross-liability exclusions.
 4. Underground, explosion, and collapse coverage.
 5. Personal injury coverage.
 6. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
 7. For design professional additional insureds, ISO Endorsement CG 20 32 07 04 “Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured” or its equivalent.
- H. *Commercial General Liability—Excluded Content:* The commercial general liability insurance policy, including its coverages, endorsements, and incorporated provisions, must not include any of the following:
1. Any modification of the standard definition of “insured contract” (except to delete the railroad protective liability exclusion if Contractor is required to indemnify a railroad or others with respect to Work within 50 feet of railroad property).
 2. Any exclusion for water intrusion or water damage.
 3. Any provisions resulting in the erosion of insurance limits by defense costs other than those already incorporated in ISO form CG 00 01.
 4. Any exclusion of coverage relating to earth subsidence or movement.
 5. Any exclusion for the insured’s vicarious liability, strict liability, or statutory liability (other than worker’s compensation).
 6. Any limitation or exclusion based on the nature of Contractor’s work.
 7. Any professional liability exclusion broader in effect than the most recent edition of ISO form CG 22 79.
- I. *Commercial General Liability—Minimum Policy Limits*

Commercial General Liability	Policy limits of not less than:
Property Damage – Each Occurrence	\$1,000,000
Property Damage – Annual Aggregate	\$3,000,000
Bodily Injury – Per Person	\$1,000,000
Bodily Injury - Each Occurrence	\$3,000,000

- J. *Automobile Liability:* Contractor shall purchase and maintain automobile liability insurance for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy must be written on an occurrence basis.

Automobile Liability	Policy limits of not less than:
Bodily Injury and Property Damage – Per Person	\$500,000
Bodily Injury and Property Damage – Per Accident	\$1,000,000

- K. *Contractor’s Professional Liability Insurance:* If CONTRACTOR will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then CONTRACTOR shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance must cover negligent acts, errors, or omissions in the performance of professional design or related services by the insured or others for whom the insured is legally liable. The insurance must be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. The retroactive date on the policy must pre-date the commencement of furnishing services on the Project.

Contractor’s Pollution Liability	Policy limits of not less than:
Each Occurrence/Claim	\$1,000,000
Annual Aggregate	\$3,000,000

- M. *Other Required Insurance:* None

6.04 *Builder’s Risk and Other Property Insurance*

SC-6.04 Supplement Paragraph 6.04 of the General Conditions with the following provisions:

- F. *Builder’s Risk Requirements:* The builder’s risk insurance must:
1. be written on a builder’s risk “all risk” policy form that at a minimum includes insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment stored and in transit, and must not exclude the coverage of the following risks: fire; windstorm; hail; flood; earthquake, volcanic activity, and other earth movement; lightning; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; and water damage (other than that caused by flood).
 - a. Such policy will include an exception that results in coverage for ensuing losses from physical damage or loss with respect to any defective workmanship, methods, design, or materials exclusions.
 - b. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake, volcanic activity, and other earth movement; or flood, are not commercially available under builder’s risk policies, by endorsement or otherwise, such insurance will be provided through other insurance policies acceptable to Owner and Contractor.
 2. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or

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

3. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of contractors, engineers, and architects).
4. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier). If this coverage is subject to a sublimit, such sublimit will be a minimum of \$N/A.
5. extend to cover damage or loss to insured property while in transit. If this coverage is subject to a sublimit, such sublimit will be a minimum of \$N/A.
6. allow for the waiver of the insurer's subrogation rights, as set forth in this Contract.
7. allow for partial occupancy or use by Owner by endorsement, and without cancellation or lapse of coverage.
8. include performance/hot testing and start-up, if applicable.
9. be maintained in effect until the Work is complete, as set forth in Paragraph 15.06.D of the General Conditions, or until written confirmation of Owner's procurement of property insurance following Substantial Completion, whichever occurs first.
10. include as named insureds the Owner, Contractor, Subcontractors (of every tier), and any other individuals or entities required by this Contract to be insured under such builder's risk policy. For purposes of Paragraphs 6.04, 6.05, and 6.06 of the General Conditions, and this and all other corresponding Supplementary Conditions, the parties required to be insured will be referred to collectively as "insureds." In addition to Owner, Contractor, and Subcontractors of every tier, include as insureds the following:
 - a. None
11. include, in addition to the Contract Price amount, the value of the following equipment and materials to be installed by the Contractor but furnished by the Owner or third parties:
 - a. None
12. If debris removal in connection with repair or replacement of insured property is subject to a coverage sublimit, such sublimit will be a minimum of \$N/A.
13. In addition to the coverage sublimits stated above, the following coverages are also subject to sublimits, as follows:
 - a. None.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

SC-7.05.A – Amend the third sentence of paragraph by striking out the following words:

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

SC-7.05.A.1.a.3 – Amend the last sentence of Paragraph a.3 by striking out “and;” and adding a period at the end of Paragraph a.3.

SC-7.05.A.1.a.4 – Delete paragraph in its entirety and insert “Deleted.”

SC-7.06.A.3.a.2 – Remove “and” from the end of paragraph.

SC-7.06.A.3.a.3 – Add “; and” to the end of paragraph.

SC-7.07.B – Delete paragraph in its entirety and insert “Deleted”.

SC-7.07.E – Delete the second sentence of paragraph and insert the following in its place:

Owner may not require that Contractor use a specific replacement.

7.10 *Taxes*

SC-7.10 Add a new paragraph immediately after Paragraph 7.10.A:

B. Section 6(f) of Chapter 64H of the Massachusetts General Laws exempts from Massachusetts sales tax building materials and supplies to be used in the project, and bidders shall not include in their bids any amount therefore. The words “building materials and supplies” shall include all materials and supplies consumed, employed or expended in the construction, reconstruction, alteration, remodeling or repair of any building, structure, public highway, bridge or other such public work, as well as such material and supplies physically incorporated therein. Said words shall also include rental charges for construction vehicles, equipment and machinery rented specifically for use on the site of the project or while being used exclusively for the transportation of materials for the project.

SC-7.17.F – Add new paragraph immediately after Paragraph 7.17.E:

CONTRACTOR shall guarantee all materials and equipment furnished and Work performed for a period of two (2) years from the date of Substantial Completion. CONTRACTOR warrants and guarantees for a period of two (2) years from the date of Substantial Completion that the completed Work is free from all defects due to faulty materials or workmanship and CONTRACTOR shall promptly make such corrections as may be necessary by reason of any such defects including the repairs of any damage to other parts of the Work resulting from such defects. In the event that CONTRACTOR should fail to make such repairs adjustments, or other work that may be made necessary by such defects, OWNER may do so and charge CONTRACTOR the cost thereby incurred. The Performance Bond shall remain in full force and effect through the guarantee period.

ARTICLE 8—OTHER WORK AT THE SITE

No Supplementary Conditions in this article.

ARTICLE 9—OWNER’S RESPONSIBILITIES

No Supplementary Conditions in this article.

ARTICLE 10—ENGINEER’S STATUS DURING CONSTRUCTION

10.03 Resident Project Representative

SC-10.03 Add the following new paragraphs immediately after Paragraph 10.03.B:

- C. The Resident Project Representative (RPR) will be Engineer's representative at the Site. RPR's dealings in matters pertaining to the Work in general will be with Engineer and Contractor. RPR's dealings with Subcontractors will only be through or with the full knowledge or approval of Contractor. The RPR will:
1. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor’s safety meetings), and as appropriate prepare and circulate copies of minutes thereof.
 2. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR’s own personal safety while at the Site.
 3. *Liaison*
 - a. Serve as Engineer’s liaison with Contractor. Working principally through Contractor’s authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.
 - b. Assist Engineer in serving as Owner’s liaison with Contractor when Contractor’s operations affect Owner’s on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for Contractor’s proper execution of the Work.

4. *Review of Work; Defective Work*
 - a. Conduct on-Site observations of the Work to assist Engineer in determining, to the extent set forth in Paragraph 10.02, if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Observe whether any Work in place appears to be defective.
 - c. Observe whether any Work in place should be uncovered for observation, or requires special testing, inspection or approval.
 5. *Inspections and Tests*
 - a. Observe Contractor-arranged inspections required by Laws and Regulations, including but not limited to those performed by public or other agencies having jurisdiction over the Work.
 - b. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work.
 6. *Payment Requests: Review Applications for Payment with Contractor.*
 7. *Completion*
 - a. Participate in Engineer's visits regarding Substantial Completion.
 - b. Assist in the preparation of a punch list of items to be completed or corrected.
 - c. Participate in Engineer's visit to the Site in the company of Owner and Contractor regarding completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
 - d. Observe whether items on the final punch list have been completed or corrected.
- D. The RPR will not:
1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
 2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.
 3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.
 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction.
 5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
 7. Authorize Owner to occupy the Project in whole or in part.

ARTICLE 11—CHANGES TO THE CONTRACT

SC-11.07 – In paragraph 11.07.C.2.a change “15 percent” to “10 percent”.

ARTICLE 12—CLAIMS

No Supplementary Conditions in this Article.

ARTICLE 13—COST OF WORK; ALLOWANCES, UNIT PRICE WORK

13.01 Cost of the Work

SC-13.01 Supplement Paragraph 13.01.B.5.c.(2) by adding the following sentence:

The equipment rental rate book that governs the included costs for the rental of machinery and equipment owned by Contractor (or a related entity) under the Cost of the Work provisions of this Contract is the most current edition of RS Means Equipment Rental Rates.

SC-13.01 Supplement Paragraph 13.01.C.2 by adding the following definition of small tools and hand tools:

- a. For purposes of this paragraph, “small tools and hand tools” means any tool or equipment whose current price if it were purchased new at retail would be less than \$500.

SC-13.02.C – Delete paragraph in its entirety and insert “Deleted”.

13.03 Unit Price Work

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

E. *Adjustments in Unit Price*

1. **Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:**
 - a. **the quantity of the item of Unit Price Work performed by the Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and**
 - b. **Contractor’s unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.**
2. **The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor’s costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.**
3. **Adjusted unit prices will apply to all units of that item.**

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

SC-14.02.F – Delete the remainder of Paragraph 14.02.F after the words “Contractor’s expense.”

SC-14.05.C.2 – Delete this paragraph in its entirety

ARTICLE 15—PAYMENTS TO CONTRACTOR, SET OFFS; COMPLETIONS; CORRECTION PERIOD

15.01 *Progress Payments*

SC-15.01.B.4 – Add the following language at the end of paragraph:

No payments will be made that would deplete the retainage, place in escrow any funds that are required for retainage or invest the retainage for the benefit of the Contractor.

SC-15.01.B.5 – Add new paragraph immediately after Paragraph 15.01.B.4:

5. The Application for Payment form to be used on this Project is EJCDC® C-620..

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

The Application for Payment with Engineer’s recommendations will be presented to the Owner for consideration. If both the Owner find the Application for Payment acceptable, the recommended amount less any reduction under the provisions of Paragraph 15.01.E will become due twenty (20) days after the Application for Payment is presented to the Owner, and the Owner will make payment to the Contractor.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

No Supplementary Conditions in this Article.

ARTICLE 17—FINAL RESOLUTIONS OF DISPUTES

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

17.02 *Arbitration*

- A. All matters subject to final resolution under this Article will be settled by arbitration administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules (subject to the conditions and limitations of this Paragraph SC-17.02). Any controversy or claim in the amount of \$100,000 or less will be settled in accordance with the American Arbitration Association’s supplemental rules for Fixed Time and Cost Construction Arbitration. This agreement to arbitrate will be specifically enforceable under the prevailing law of any court having jurisdiction.

- B. The demand for arbitration will be filed in writing with the other party to the Contract and with the selected arbitration administrator, and a copy will be sent to Engineer for information. The demand for arbitration will be made within the specific time required in Article 17, or if no specified time is applicable within a reasonable time after the matter in question has arisen, and in no event will any such demand be made after the date when institution of legal or equitable proceedings based on such matter in question would be barred by the applicable statute of limitations.
- C. The arbitrator(s) must be licensed engineers, contractors, attorneys, or construction managers. Hearings will take place pursuant to the standard procedures of the Construction Arbitration Rules that contemplate in-person hearings. The arbitrators will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute or the Contract. Any award in an arbitration initiated under this clause will be limited to monetary damages and include no injunction or direction to any party other than the direction to pay a monetary amount.
- D. The Arbitrators will have the authority to allocate the costs of the arbitration process among the parties, but will only have the authority to allocate attorneys' fees if a specific Law or Regulation or this Contract permits them to do so.
- E. The award of the arbitrators must be accompanied by a reasoned written opinion and a concise breakdown of the award. The written opinion will cite the Contract provisions deemed applicable and relied on in making the award.
- F. The parties agree that failure or refusal of a party to pay its required share of the deposits for arbitrator compensation or administrative charges will constitute a waiver by that party to present evidence or cross-examine witness. In such event, the other party shall be required to present evidence and legal argument as the arbitrator(s) may require for the making of an award. Such waiver will not allow for a default judgment against the non-paying party in the absence of evidence presented as provided for above.
- G. No arbitration arising out of or relating to the Contract will include by consolidation, joinder, or in any other manner any other individual or entity (including Engineer, and Engineer's consultants and the officers, directors, partners, agents, employees or consultants of any of them) who is not a party to this Contract unless:
 - 1. the inclusion of such other individual or entity will allow complete relief to be afforded among those who are already parties to the arbitration;
 - 2. such other individual or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration, and which will arise in such proceedings;
 - 3. such other individual or entity is subject to arbitration under a contract with either Owner or Contractor, or consents to being joined in the arbitration; and
 - 4. the consolidation or joinder is in compliance with the arbitration administrator's procedural rules.
- H. The award will be final. Judgment may be entered upon it in any court having jurisdiction thereof, and it will not be subject to modification or appeal, subject to provisions of the Laws and Regulations relating to vacating or modifying an arbitral award.

WORK CHANGE DIRECTIVE NO.: _____

Owner:	Town of South Hadley, MA	Owner's Project No.:	
Engineer:	Fuss & O'Neill	Engineer's Project No.:	20180655.B10
Contractor:		Contractor's Project No.:	
Project:	Replacement of Bridge S-18-021 (CK8)		
Contract Name:	Replacement of Bridge S-18-021 (CK8) Pearl Street over Elmer Brook		
		Effective Date of Field	
Date Issued:		Order:	

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

Description:

Attachments:

Purpose for the Work Change Directive:

Directive to proceed promptly with the Work described herein, prior to agreeing to change in Contract Price and Contract Time, is issued due to:

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

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

Contract Price: \$ _____ **[increase] [decrease] [not yet estimated].**
Contract Time: _____ days **[increase] [decrease] [not yet estimated].**

Basis of estimated change in Contract Price:

- Lump Sum Unit Price Cost of the Work Other

	Recommended by Engineer	Authorized by Owner
By:	_____	_____
Title:	_____	_____
Date:	_____	_____

CHANGE ORDER NO.: _____

Owner:	Town of South Hadley, Massachusetts	Owner's Project No.:	
Engineer:	Fuss & O'Neill	Engineer's Project No.:	20170390.V90
Contractor:		Contractor's Project No.:	
Project:	Replacement of Bridge S-18-021 (CK8)		
Contract Name:	Replacement of Bridge S-18-021 (CK8) Pearl Street over Elmer Brook		
Date Issued:		Effective Date of Field Order:	

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

Description:

Attachments:

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

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____ Engineer (if required)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____
Approved by Funding Agency (if applicable)		
By: _____	Title: _____	Date: _____

FIELD ORDER NO.: _____

Owner:	Town of South Hadley, Massachusetts	Owner's Project No.:	
Engineer:	Fuss & O'Neill	Engineer's Project No.:	20170390.V90
Contractor:		Contractor's Project No.:	
Project:	Replacement of Bridge S-18-021 (CK8)		
Contract Name:	Replacement of Bridge S-18-021 (CK8) Pearl Street over Elmer Brook		
Date Issued:		Effective Date of Field Order:	

Contractor is hereby directed to promptly perform the Work described in this Field Order, issued in accordance with Paragraph 11.04 of the General Conditions, for minor changes in the Work without changes in Contract Price or Contract Times. If Contractor considers that a change in Contract Price or Contract Times is required, submit a Change Proposal before proceeding with this Work.

Reference:

Specification Section(s):

Drawing(s) / Details (s):

Description:

Attachments:

Issued by Engineer

By: _____

Title: _____

Date: _____

SPECIAL PROVISIONS

All work under this contract shall be done in conformance with the Massachusetts Department of Transportation (MassDOT) *Standard Specifications for Highways and Bridges* dated 2024 (and latest supplements); the October 2017 *Construction Standard Details*, the 1996 *Construction and Traffic Standard Details* (as relates to traffic standard details only); the 2009 *Manual on Uniform Traffic Control Devices (MUTCD)* with *Massachusetts Amendments* and the *Standard Municipal Traffic Code*; the 1968 *Standard Drawings for Traffic Signals and Highway Lighting*; the latest edition of *American Standard for Nursery Stock*; the Plans and these Special Provisions.

Plans and Specifications for the work on this improvement project refer to those drawings and documents prepared by the design engineer, Fuss & O'Neill, Inc., Consulting Engineers, 1550 Main Street Suite 400 Springfield, MA 01103, Tel. 413 452-0445.

The Department (or Owner) in these Special Provisions refers to the Town of South Hadley, in part being the Department of Public Works, the public body or authority, corporation, association, firm or person with whom the Contractor has entered into an agreement and for whom the work is to be provided.

The Engineer referred to in these Special Provisions shall mean the engineer employed at the site by The Owner, or other duly authorized engineer representing The Owner.

Any Town of South Hadley General Conditions, Supplementary Conditions and Special Provisions shall take precedence over the General Requirements of Division 1 of the Standard Specifications of the MassDOT.

PROSECUTION OF WORK AND PROVISIONS FOR TRAVEL

Before starting any work under this contract, the Contractor shall submit to the Engineer for approval a Schedule of Operations as provided in Section 8.02. The work schedule shall include a plan of his construction procedures and the safety measures he will use during the prosecution of the work as set forth in Section 850 of the Standard Specifications for Highways and Bridges.

The proposed safety measures shall include the temporary barricades, signs, cones, drums and other safety and traffic control devices to be employed during each stage and time period of the work to maintain and protect traffic and access to abutting properties. These measures may also include removal and resetting of these devices.

As necessary and/or as directed by the Engineer, uniformed traffic police shall be employed for the protection and maintenance of traffic. Reasonable facilities shall be provided by the Contractor for the convenient and safe passage of pedestrians and vehicles through the project and also to and from properties abutting the site of improvement.

The Contractor shall schedule his operations to minimize interruption to the normal flow of traffic at all times during the period of time required for the completion of the work. Only one-half of the roadway may be closed to traffic at any given time unless directed by the Engineer.

Attention is further directed to the following provisions unless otherwise directed by the Engineer.

1. Alternate one-way traffic will be permitted with stop signs.
2. Pedestrian access to all buildings shall be maintained at all times.

3. No detouring of traffic shall be allowed without written permission of the Town. Trucks shall not be excluded from any detour roadway.
4. The Fire Department and Police Department shall be notified 48 hours prior to the start of any work that will affect the operations of their departments (e.g. the partial street closures, trenching, etc.).

Particular care should be taken to establish and maintain methods and procedures that will not create unnecessary or unusual hazards to public safety. Work areas on this project shall not be left overnight without adequate safety precautions. A sufficient number of traffic cones, drums, barricades, temporary signals and hazard warning light devices shall be placed and maintained as necessary and as directed by the Engineer.

Signs having messages that are irrelevant to normal traffic conditions shall be removed or properly covered at the end of each work period. Signs shall be kept clean at all times and legends shall be distinctive and unmarred.

PROCEDURES FOR SHOP DRAWINGS SUBMITTAL

The following procedures shall be followed when making Shop Drawings submittals for this Project:

1. The Prime Contractor shall submit electronically all drawings directly to the Department's field representative to be forwarded to the appropriate parties for preliminary review.
2. A written reply will be forwarded to the Prime Contractor, within 14 days of receipt.
3. If the reply indicates rejection or advice corrections or additions to the drawings, Steps 1 and 2 are repeated until the approval will be given.
4. The Contractor shall take care that every separate document in each set of every submittal shall carry the following identifying information:

Information Required

- a) Community name of Project.
- b) Federal or State Aid Project Number, if applicable.
- c) Identifying item number from proposal, if applicable.
- d) Locations where material is proposed to be used, if applicable.
- e) Name of submitting Contractor.
- f) Personal signature and title of an official of the Prime Contractor
- g) Authorized to make shop drawing submittals.
- h) Date of signature or submittal.

The Contractor shall not receive payment for, nor shall he be allowed to install any item or materials that require shop drawings approval unless and until he receives shop drawing approval for that item as detailed above.

STEEL PLATES IN CONSTRUCTION ZONES

At the end of each working day where trenches in areas of public travel are covered with steel plates, each edge of such plates shall either be beveled or protected by a slope of 2-feet horizontally to 1-inch vertically. Any temporary patching materials and their maintenance and removal will be considered incidental to the Item involved with no separate payment.

PLANS

The Contractor shall furnish all changes made during the construction period to the Design Engineer prior to the date of final acceptance for incorporation into "AS BUILT" plans and signal permits.

COOPERATION OF THE CONTRACTOR

Agents of various public service agencies, municipal and State departments may be entering on the work site to remove existing facilities, to construct or place new facilities or to make alterations to existing facilities.

The Contractor shall perform the work in cooperation with the various agencies in a manner which causes the least interference with the operations of the aforementioned agencies and shall have no claim for delay which may be due, or result, from said work of these agents.

PROTECTION OF UNDERGROUND FACILITIES

The Contractor shall make his own investigation to assure that no damage to existing structures, drainage lines, traffic signal conduits, and other utilities will occur as a result of his operations.

The Contractor shall notify "Mass. DIG SAFE" and procure a DIG SAFE number of each location prior to disturbing ground in any way.

"DIG-SAFE" Call Center: Telephone 1-888-DIG-SAFE (1-888-344-7233)

PROTECTION OF UTILITIES AND PROPERTY

The Contractor, in constructing or installing facilities alongside or near sanitary sewers, storm drains, water or gas pipes, electric or telephone conduits, poles, sidewalks, walls or other structures, shall, at his expense, sustain them securely in place, cooperating with the officers and agents of the various utility companies and municipal departments which control them, so that the services of these structures shall be maintained. He shall also be responsible for the repair or replacement, at his own expense, of any damage to such structures caused by his acts or neglect, and shall leave them in the same condition as they existed prior to the commencement of work.

In case of damage to utilities, the Contractor shall promptly notify the Owner and shall, if requested by the Engineer, furnish laborers to work temporarily under the Owner's direction in providing access to the utility. Pipes or other structures damaged by the operation of the Contractor may be repaired by the utility company that suffers the loss. The cost of such repairs shall be borne by the Contractor, without compensation therefore.

If, as the work progresses, it is found that any of the utility structures are so placed as to render it impracticable in the judgment of the Engineer, to do the work called for under this Contract, the Contractor shall protect and maintain the services in such utilities and structures and the

Department will, as soon thereafter as it reasonably can, cause the position of the utilities to be changed or take such other action as it deems suitable and proper.

If live service connections are to be interrupted by excavation of any kind, the Contractor shall not break the service until new services are provided. Abandoned services shall also be plugged off or otherwise made secure by the utility company involved.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved in protecting or repairing property as specified in this section shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefore

PREVENTION OF WATER POLLUTION - SANITARY PROVISIONS **(Supplementing Subsection 7.02)**

During the performance of all Work done under this contract, the Contractor shall adopt such precautions in the conduct of his operations as may be necessary to avoid contaminating water in adjacent streams, pond or channel areas. All moving of equipment and other operations likely to create silting, shall be so planned and conducted as to minimize pollution in adjacent streams, pond or channel areas. Water used for any purpose by the Contractor, which has been contaminated with soil, bitumen, salt or other pollutants shall be so discharged as to avoid affecting nearby waters. Under no circumstances shall the Contractor discharge pollutants directly into any stream or pond area.

When the Contractor uses water from natural sources for any of his operations, intake methods shall be such as to avoid contaminating the source of supply and maintain adequate downstream flow when the source is a stream.

SAWCUTS

Sawcuts shall be made in the existing pavement at areas of new or reset curb, limits of full depth pavement construction, limits of new sidewalk, limits of existing HMA and new HMA driveways and as specified or shown anywhere else on the contract plans or documents and as directed by the Engineer.

Payment for this work shall be included in the unit price under the applicable items for which the sawcut is associated with. No separate payment shall be made individually for sawcutting.

SHEETING AND BRACING

The Contractor shall furnish, place, and remove (unless otherwise noted) all sheeting and bracing required to support the sides of all trenches or other excavations for this Project.

The Contractor shall be solely responsible for the safety of the workmen and the adjacent facilities from danger of caving and sliding. All work to be done shall be in strict accordance with the Department of Labor, Occupational Safety and Health Administration regulations and suggested practices for construction excavations and/or other applicable codes and regulations. Special precautions shall be taken to guard against any damage to or settlement of pavements, buildings, walls, pipes, ducts or other structures and facilities which are adjacent to the work. The cost of providing and removing sheeting, shoring and bracing shall be included in the cost of the various items of work under this Contract and no additional compensation will be allowed therefore.

EXCAVATION AND PATCHING OF TRENCHES ON PAVED SURFACES
(Supplementing Subsection 801.60)

Whenever the existing pavement or sidewalk is to be disturbed, the existing surface shall be cut in neat true lines by mechanical means along the length of the trench, equally spaced from the center line of the trench and not more than one and one-half (1.50 ft) feet apart. The trench shall then be excavated, conduit placed and backfilled in accordance with MassDOT Specifications and Standard Drawings, to a compacted depth of one and one-half (1.5 in) inches below the existing surface. The trench will then be patched temporarily with one and one-half (1.5 in) inches of hot mix asphalt placed in one course, unless otherwise approved by the Engineer.

Permanent patching will not begin until, in the Engineer's judgment, final compaction and settlement of the trench area has taken place.

All abutting edges of existing pavement shall be painted with Bitumen (RS-1), immediately prior to placement of permanent patch. All trenches shall be maintained at all times from inception until final acceptance of the project.

MATERIAL REMOVED AND STACKED

Material to be stacked, as designated by the Engineer, shall remain the property of the Town of South Hadley and its disposition will be at the sole discretion of the Town of South Hadley's representative.

DISPOSAL OF EXCAVATION MATERIAL

Surplus materials obtained from any type of excavation, and not needed for further use as determined by the Engineer shall become the property of the Contractor and shall be disposed of by him outside the location subject to the regulations and requirements of local authorities governing the disposal of such materials, at no additional compensation.

DISPOSAL OF SURPLUS MATERIALS

All existing and other materials not required or needed for use on the project, and not required to be removed and stacked, shall become the property of the Contractor and shall be removed from the site during the construction period and legally disposed of. No separate payment will be made for this work, but all costs in connection there with shall be included in the prices bid for various contract items.

MATERIAL OPTIONS

In the case of all option items, as listed in the proposal, the Contractor shall inform the Engineer of his option prior to the installation of the material. Once the option is designated, all material for a particular item shall remain the same throughout the job.

MAINTENANCE AND CLEANING OF ROADS

Existing roadways intended to be used for hauling earth and rock excavated materials shall be cleaned and maintained by the Contractor during the length of the Project. If necessary, the Contractor shall be responsible for providing street sweepers and operators for sweeping of haul road paved surfaces. Sweeping services shall be provided on an hourly basis at the discretion of Engineer. Street sweepers shall be self-propelled, diesel powered units with brushes and a water spray, less than three years old. The Contractor

shall remove debris from the work area and deposit sweepings at locations as directed by the Engineer. The Contractor shall also be responsible for repairing roadways and bridges damaged by construction vehicles. Payment for maintenance and cleaning of roads will not be paid for separately but shall be considered incidental to the contract.

PRESERVATION OF ROADSIDE GROWTH

The Contractor shall take all necessary care when excavating or working in the vicinity of existing trees so that the root systems, trunks and branches are not damaged. All precautions shall be taken to insure that heavy equipment does not damage any roots, including those that lie below the limits of excavation. Do not store equipment or stockpile materials within drip line of trees or in areas enclosed by tree protection fencing.

Extreme care shall be exercised during excavation operations beneath the canopy of trees designated to be preserved. All excavation within ten feet of designated trees shall be performed by hand labor to preserve the root system of the tree.

Avoid any direct soil contamination in root zone area by petroleum, petroleum products or solvents, salts or any other pollutant during construction.

All cutting or trimming of trees to be preserved shall be executed by a Massachusetts Certified Arborist. The Contractor shall provide the Engineer with a copy of the certification prior to any work on trees.

Trees that, in the judgment of the Engineer, have been irreparably damaged by the Contractor shall be replaced in kind and in size, or, with a quantity of 2" caliper replacement trees (the quantity of which shall be determined by the Engineer) such that the cumulative caliper of the replacement trees will be up to the equivalent of diameter of the lost tree at breast height. Cost of replacement trees shall be paid by the Contractor.

Cost of removal of destroyed tree, including roots and stump, as well as the cost of replacement trees, shall be paid for by the Contractor.

OIL AND HAZARDOUS MATERIAL SPILL PREVENTION

Measures must be taken by the Contractor to prevent spills and leaks of oils and other hazardous materials to the environment. Such measures include but are not limited to properly maintaining construction equipment, establishing fuel and hazardous material handling areas that are designed to prevent releases to the environment (include containment structures if needed), instructing personnel in proper waste handling procedures and strictly prohibiting disposal into drains, water ways or receptacles, such as dumpsters, designed for non-hazardous waste. Spills or leaks of oil or hazardous materials must be reported to the DEP in accordance with the reportable quantities and criteria for "spills" as designed by the DEP in 310 CMR 40.370.

Notification to the Engineer and to DEP must be made as soon as possible, but not more than two (2) hours after a spill or leak occurs.

ARCHITECTURAL ACCESS BOARD TOLERANCES

The Contractor is hereby notified that they are ultimately responsible for constructing all project elements in strict compliance with the current AAB/ADA rules, regulations and standards.

All construction elements in this project associated with sidewalks, walkways, wheelchair ramps and curb cuts are controlled by 521CMR - Rules and Regulations of the Architectural Access Board (AAB). These construction elements shall also be in conformance with ADA requirements of detect ability. Detectable warning surfaces shall be 2 feet wide square-pattern truncated dome surfaces setback 6 inches from the gutter line.

The AAB Rules and Regulations specify maximum slopes and minimum dimensions required for construction acceptance. There is no tolerance allowed for slopes greater than the maximum slope nor for dimensions less than the minimum dimensions.

Contractors shall establish grade elevations at all wheel chair ramp locations, and shall set transition lengths according to the appropriate table in the Construction Standards (or to the details shown on the plans).

All pedestrian curb ramp joints and transition sections which define grade changes shall be formed, staked and checked prior to placing cement concrete. All grade changes are to be made at joints.

STANDARD SPECIFICATIONS

Item numbers and item descriptions noted in the Standard Specifications below refer to MassDOT Standard Specification items as contained in the "STANDARD SPECIFICATIONS FOR HIGHWAYS AND BRIDGES", dated 2024 and all Subsequent Supplements, Errata and Addenda. Accordingly, these Standard Specifications are incorporated herein by reference.

ITEM 101.	CLEARING AND GRUBBING	A
ITEM 120.	EARTH EXCAVATION	CY
ITEM 140.1	BRIDGE EXCAVATION WITHIN COFFERDAM	CY
ITEM 141.1	TEST PIT FOR EXPLORATION	CY
ITEM 143.	CHANNEL EXCAVATION	CY
ITEM 151.	GRAVEL BORROW	CY
ITEM 151.2	GRAVEL BORROW FOR BACKFILLING STRUCTURES AND PIPES	CY
ITEM 156.	CRUSHED STONE	TON
ITEM 170.	FINE GRADING AND COMPACTING – SUBGRADE AREA	SY
ITEM 303.12	12 INCH DUCTILE IRON WATER PIPE (MECHANICAL JOINT)	FT
ITEM 309.	DUCTILE IRON FITTINGS FOR WATER PIPE	LB
ITEM 373.12	12 INCH WATER PIPE INSULATION	FT
ITEM 440.	CALCIUM CHLORIDE FOR ROADWAY DUST CONTROL	LB
ITEM 443.	WATER FOR ROADWAY DUST CONTROL	MGL
ITEM 450.23	SUPERPAVE SURFACE COURSE – 12.5 (SSC – 12.5)	TON
ITEM 450.32	SUPERPAVE INTERMEDIATE COURSE – 19.0 (SIC – 19.0)	TON
ITEM 452.	ASPHALT EMULSION FOR TACK COAT	GAL
ITEM 453.	HMA JOINT ADHESIVE	FT
ITEM 482.3	SAWCUTTING ASPHALT PAVEMENT	FT
ITEM 620.12	GUARDRAIL, TL-2 (SINGLE FACED)	FT
ITEM 627.1	TRAILING ANCHORAGE	EA
ITEM 627.82	GUARDRAIL TANGENT END TREATMENT	EA
ITEM 630.2	HIGHWAY GUARD REMOVED AND DISCARDED	FT
ITEM 670.	FENCE REMOVED AND RESET	FT
ITEM 697.	SEDIMENTATION FENCE	FT
ITEM 748.	MOBILIZATION	LS
ITEM 751.	LOAM FOR ROADSIDES	CY
ITEM 765.	SEEDING	SY
ITEM 769.	PAVEMENT MILLING MULCH UNDER GUARD RAIL	FT
ITEM 833.7	DELINEATION FOR GUARDRAIL TERMINAL	EA
ITEM 851.1	TRAFFIC CONES FOR TRAFFIC MANAGEMENT	DAY
ITEM 852.	SAFETY SIGNING FOR TRAFFIC MANAGEMENT	SF
ITEM 853.1	PORTABLE BREAKAWAY BARRICADE TYPE III	EA
ITEM 853.2	TEMPORARY BARRIER (TL-2)	FT
ITEM 853.21	TEMPORARY BARRIER REMOVED AND RESET	FT
ITEM 859.	REFLECTORIZED DRUM	DAY
ITEM 866.106	6 INCH REFLECTORIZED WHITE LINE (THERMOPLASTIC)	FT
ITEM 867.106	6 INCH REFLECTORIZED YELLOW LINE (THERMOPLASTIC)	FT
ITEM 901.	4000 PSI. 1.5 INCH, 565 CEMENT CONCRETE	CY

ITEM 910.1	STEEL REINFORCEMENT FOR STRUCTURES – EPOXY COATED	LB
ITEM 960.1	STRUCTURAL STEEL – COATED STEEL	LB
ITEM 970.	BITUMINOUS DAMP-PROOFING	SY
ITEM 983.1	RIPRAP	TON

SUPPLEMENTAL SPECIFICATIONS: Pearl Street

<u>ITEM 102.511</u>	<u>TREE PROTECTION ARMORING & PRUNING</u>	<u>EACH</u>
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The work under this item shall conform to the relevant provisions of Sections 771 and shall be for furnishing and installing temporary tree trunk protection and for minor limb pruning or removal of lower tree limbs to prevent injury to the tree from construction equipment and activities.

Trunk armoring is for instances where construction activity (the use of heavy equipment) comes close enough to potentially damage the tree trunk or limbs. It is to be used where shown on the plans and as directed by the Engineer.

REFERENCES

If requested, the Contractor shall provide to the Engineer one copy of the latest edition of the American National Standards Institute (ANSI) A300 Standard Practices for Tree, Shrub, and Other Woody Plant Maintenance: Part 1-Pruning and Part 5-Construction Management Standard. Provision of reference shall be incidental to this item.

MATERIALS

Trunk armoring shall be such that it prevents damage to the trunk from construction equipment. Selected material shall be such that installation and removal will not damage the trunk.

Acceptable materials include 2x4 wood cladding with wire or metal strapping, or, for instances when duration of construction activities is less than three months, corrugated plastic pipe mounted with duct tape. Height of cladding shall be from base of tree (including root flare) to the bottom of the first branch, eight feet above the ground, or as required by the Engineer. Material and methods shall be approved by the Engineer.

Other materials or methods may be acceptable if approved by MassDOT Landscape Design or by an Arborist (if included in the contract).

METHODS OF WORK

Prior to construction activities, the Engineer, the Contractor, the Town Tree Warden, and the Arborist (if item is included in the contract), shall review trees noted on the plans to be protected. Final decision as to trees armored and/or pruned shall be per the Engineer.

Care shall be taken to avoid damage to the bark during installation and removal of armoring. Trunk armoring shall be replaced and maintained such that it is effective for as long as required and shall be removed immediately upon completion of work activities adjacent to trees.

Pruning of limbs shall conform to the techniques and standards of the most recent ANSI A300 standards.

DAMAGES & PENALTIES

If trees designated for protection under this item are damaged, including root damage from unapproved trespassing onto the root zone, the Contractor shall, at his own expense obtain an Arborist. The Arborist shall be approved by MassDOT.

If, based on the recommendations of the Arborist, the Engineer determines that damages can be remedied by corrective measures, such as repairing trunk or limb injury, soil compaction remediation, pruning, and/or watering, the damage will be repaired as soon as possible within the appropriate season for such work and according to industry standards.

If the Engineer determines that damages are irreparable, the Contractor shall pay for the damages in the amount of \$500.00 per diameter inch at breast height (DBH) per tree.

Additionally, if the Engineer determines that the damages are such that the tree is sufficiently compromised as to pose a future safety hazard, the tree shall be removed. Tree removal will include clean up of all wood parts, grinding of the stump to a depth sufficient to plant a replacement tree or plant, removal of all chips from the stump site, and filling the resulting hole with topsoil.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Item 102.511 will be measured and paid at the contract unit price per each. This will include full compensation for all labor, equipment, materials, and incidentals for the satisfactory completion of the work and the subsequent removal and satisfactory disposal of the protective materials upon completion of the contract.

In the event of tree damage, cost of Arborist services, of remediation measures, and/or tree removal will be borne by the Contractor.

Payment under this item will be scheduled throughout the length of contract:

- 40% of value shall be paid upon installation of trunk armoring and completion of pruning work, if required.
- 60% shall be paid at the end of construction operations that would damage the tree and after protection materials have been removed and properly disposed of by the Contractor. In the event of repairable damages, payment shall be made after the completion of remediation measures.

In the event of irreparable damage due to lack of proper protective measures being take there will be no compensation in addition to the \$500.00 per diameter inch penalty.

ITEM 103.01

TREE REMOVED DIAMETER UNDER 2 FEET

EACH

The work under this item shall conform to the relevant provision of Sections 100 and AND IN CONJUCTION WITH Item 999.1 rootwad installation and with the following exceptions:

Length of trunk, as specified by the Engineer, will be left attached to the rootwad. The portion of trunk and attached rootwad will be stockpiled intact for later use with item 999.1 Rootwad Installation.

METHOD OF MEASUREMENT & BASIS OF PAYMENT

The basis of payment under this Item shall conform to the relevant provisions of the MassDOT Standard Specifications Section 100.: TREE REMOVED DIAMETER UNDER 2 FEET with the following exception:

Individual trees to be removed will be paid for at the contractor unit price per each and shall include all materials, labor, excavation and stockpiling of stump and rootwad. Only trees having a shortest diameter of 9” and over as defined in 101.80 Method of Measurements shall be measured for payment.

ITEM 303.122

NEOPRENE PADS FOR WATER PIPES

EA

The work to be done under this Item consists of installing neoprene pads under the watermain supports as shown in the plans. All pads shall be low temperature grade 3 virgin neoprene, or another polymer-based material with Engineer’s Acceptance.

MATERIALS

All neoprene shall be in conformance with AASHTO M 251. Neoprene pads shall be fabricated in conformance with the “Method B” design method outlined in the AASHTO LRFD Bridge Design Specifications.

FABRICATION

Submit shop drawing to the Engineer showing material and pad geometry for acceptance prior to fabrication. Store bearing pads prior to use as directed by the manufacturer.

INSTALLATION

Bearing pads shall be installed to the thickness shown on the Contract Drawings and secure to the concrete wingwall as shown on the Contract Drawings.

BASIS OF PAYMENT

Neoprene Pads for Water Pipes will be paid for at the Contract unit price per each, which price shall include all labor, materials, equipment, and incidental costs required to complete the work.

ITEM 315.08

8 INCH WATER MAIN REMOVED AND STACKED

FT

The work under this Item shall conform to the relevant provisions of Section 301 of the Standard Specifications and the following: All items to be removed and stacked shall be transported and stacked at the Town DPW storage yard. The Town Engineer shall be notified the items are ready to be stacked, and the Contractor shall coordinate the removal with the Town Engineer. The

Gates shall be built into the fence at such approved locations as required to allow access and egress to the work site.

The Contractor shall inspect the condition of temporary fence on a daily basis. Temporary fence that is damaged shall be promptly replaced.

METHOD OF MEASUREMENT

Item 657. will be measured for payment by the FOOT of temporary fence furnished and installed as shown on the plans or as required by the Engineer.

BASIS OF PAYMENT

Item 657. will be paid for at the Contract unit price per FOOT, which price shall include all costs for furnishing, installing, maintaining, and final removal from the site upon completion of the work, or when required by the Engineer. The work shall also include any work necessary to maintain or realign the temporary fence or replace damaged sections of fence while on site.

ITEM 698.3

GEOTEXTILE FABRIC FOR SEPARATION

SY

The work under this item shall consist of placing a geotextile fabric in the construction of the 1.5:1 modified rock fill slopes, areas of reinforced subbase (see plan typical sections for locations) and as shown on the plans.

MATERIALS

The geotextile fabric shall be selected from the MassDOT Qualified Construction Materials List at <https://mass.gov/service-details/qualified-construction-materials-list>. The geotextile fabric shall conform to the requirements of Subsection M9.50.0 of the Standard Specifications and AASHTO M 288, Class 2, for fabric used for separation. Construction and installation shall be in accordance with AASHTO M 288 including Appendix A and the following.

CONSTRUCTION

Fabric shall be placed in intimate contact with the crushed stone. Seams shall be overlapped by at least two feet. If the Contractor elects to sew seams instead of overlap, colored thread must be used. The Contractor shall take care not to allow more than two weeks of exposure to direct sunlight. Fabric rolls shall not be dropped more than two feet.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Geotextile fabric for separation will be measured for payment by the Square Yard, complete in place. No additional payment will be made for overlapping material.

Geotextile fabric for separation will be paid for at the Contract unit price per Square Yard, which price shall include all labor, materials, equipment and incidental costs required to complete the work.

ITEM 698.4

**GEOTEXTILE FABRIC FOR PERMANENT
EROSION CONTROL**

SY

The work performed under this Item shall consist of furnishing and installing geotextile fabric in conjunction with the slope protection as shown on the Plans or as directed by the Engineer.

The geotextile fabric shall conform to the requirements of AASHTO M 288 for fabric used as Permanent Erosion Control. Woven Monofilament Geotextiles shall be Class 2 and all others shall be Class 1.

The Construction/Installation Guidelines, Appendix of AASHTO M 288, and the following shall be followed.

Atmospheric exposure of the geotextile fabric to the elements following lay-down shall be a maximum of 14 days. If laid under water, the covering crushed stone shall be placed on the same day as the geotextile.

For seams, which are sewn in the field, the Contractor shall provide at least a 5-foot length of sewn seam for sampling by the Engineer before the geotextile is installed. The seams sewn for sampling shall be sewn using the same equipment and procedures as will be used for the production seams. If seams are sewn in both the machine and cross-machine direction, samples of seams from both directions shall be provided. The seam assembly description shall be submitted by the Contractor along with the sample of the seam. This description shall include the seam type, stitch type, sewing thread, and stitch density.

The geotextile shall be placed in intimate contact with the soils without wrinkles or folds, and it shall be anchored on a smooth-graded surface approved by the Engineer. The geotextile shall be placed in such a manner that placement of the overlaying materials will not excessively stretch so as to tear the geotextile.

The geotextile shall be placed so that the machine direction is horizontal and runs along the slope. Adjacent geotextile sheets shall be jointed by either sewing or overlapping. Overlapped seams at roll ends shall be a minimum of 12 inches except if placed under water. In such instances, the overlap shall be a minimum of 3 feet. Overlaps of adjacent rolls shall be a minimum of 12 inches in all instances.

Care shall be taken during installation so as to avoid damage to the geotextile as a result of the installation process. Should the geotextile be damaged during installation, a geotextile patch shall be placed over the damaged area extending 3 feet beyond the limits of the damage.

The armoring system placement shall begin at the toe of the slope and proceed up the slope. Placement shall take place so as to avoid stretching and subsequent tearing of the geotextile. No stone material shall be dropped from a height exceeding 3 feet.

Field monitoring shall be performed to verify that the armoring system placement does not damage the geotextile. Any geotextile damaged during this placement shall be replaced as directed by the Engineer, at the Contractor's expense.

METHOD OF MEASUREMENT & BASIS OF PAYMENT

Geotextile fabric for permanent erosion control will be measured for payment by the square yard,

complete in place. There shall be no additional payment for overlaps. The area of geotextile folded over at the toe of the slope will be included in the quantity measurement.

Geotextile fabric for permanent erosion control will be paid for at the Contract unit price per square yard, which price shall include all labor, materials, equipment, and incidental costs required to complete the work.

ITEM 734.

SIGN REMOVED AND RESET

EACH

The work shall consist of removing and resetting as directed for the sign. The existing poles are to be maintained and reset in the specified location, unless the Engineer determines that the poles are in inadequate condition and/or need to be placed in another location. The sign shall be reconstructed at the new location similar to the existing condition. No cement concrete foundation is required unless determined by the Engineer.

METHOD OF MEASUREMENT

Private Sign Removed and Reset will be measured under a lump sum payment.

BASIS OF PAYMENT

Private Sign Removed and Reset will be paid for at the contract unit price under a lump sum payment, which price shall include removal, resetting, and all other incidental work for the proper completion of this item. The contractor shall not be paid for removing and resetting signs multiple times within areas of construction for convenience. Any damage to the sign shall be repaired or sign replaced in kind by the contractor at no additional cost.

ITEM 767.121

SEDIMENT CONTROL BARRIER

FOOT

The work under this item shall conform to the relevant provisions of Sections 751 and 767 of the Standard Specifications and Section 670 of the Standard Supplemental Specifications and shall include the furnishing and placement of a sediment control barrier. Sediment Control Barrier shall be installed prior to disturbing upslope soil.

The purpose of the sediment control barrier is to slow runoff velocity and filter suspended sediments from storm water flow. Sediment barrier may be used to contain stockpile sediments, to break slope length, and to slow or prevent up gradient water or water off road surfaces from flowing into a work zone. Contractor shall be responsible for ensuring that barriers fulfill the intent of adequately controlling siltation and runoff.

Twelve-inch diameter (after installation) compost filter tubes are intended to be the primary sedimentation control barrier.

For small areas of disturbance with minimal slope and slope length, the Engineer may approve the following sediment control methods;

- Straw tubes/wattles which shall be trenched
- Straw bales which shall be trenched

Additional barriers (adding depth or height) shall be used at specific locations of concentrated flow such as at gully points, steep slopes, or identified failure points in the sediment capture line.

Where specified or required by permits, silt fence shall be used in addition to compost filter tubes or straw bales and shall be incidental to the item.

MATERIALS AND CONSTRUCTION

Prior to initial placement of barriers, the Contractor and the Engineer shall review locations specified on the plans to ensure that the placement will provide maximum effectiveness.

Barriers shall be staked, trenched and/or wedged as specified herein and shall be securely in contact with existing soil such that there is no flow beneath the barrier.

Compost Filter Tube

Compost material inside the filter tube shall meet M1.06.0, except for the following: no manure or bio-solids shall be used; no kiln-dried wood or construction debris shall be allowed; material shall pass through a 2-inch sieve; and the C:N ratio shall be disregarded.

Outer tube fabric shall be a knitted mesh with 1/8 - 3/8" openings and made of 100% biodegradable materials (i.e., cotton, hemp or jute).

Compost filter tubes shall be a minimum of 12 inches in diameter installed. Tubes shall be placed, filled, and staked in place as required to ensure stability against water flows. All tubes shall be tamped, but not trenched, to ensure good contact with soil.

Where reinforcement is necessary, additional tubes shall be installed as shown on the plans.

Straw Bales

Straw bales shall conform to the requirements of Section M6.04.3 of the Standard Specifications and the following:

Bales should be a minimum size of 12 x 16 x 36 inches and shall be placed in a single row, lengthwise on the contour, with ends of adjacent bales tightly abutting one another.

The bales shall be trenched and backfilled. The trench shall be excavated the width of the bale and the length of the proposed barrier to a depth of 4 inches. After the bales are staked the excavated soil shall be backfilled against the barrier. Backfill soil shall conform to the ground level on the downhill side and shall be built up to 4 inches against the uphill side of the barrier.

Straw Wattle

Straw wattle shall be a minimum of 12 inches in diameter. Straw filling shall conform to the requirements of Section M6.04.3, shall be encased in durable netting, and shall have a density of 3 lb/foot.

Straw wattle shall be trenched in 3 inches deep and staked according to the plans. The wattles shall be

sufficiently secure on the upstream side to prevent water flowing underneath the wattle.

Stakes

Stakes for anchoring Compost Filter Tubes, Straw Wattles, and Straw Bales shall be as shown on the plans and shall be a minimum of 1x1 inch diameter x 4 feet hardwood stakes.

When used with Silt Fence, stakes for Compost Filter Tubes shall be driven 12 inches into the ground, Stakes for Straw Bales shall be driven 16 inches into the ground.

Stakes of other material of equivalent strength may be used if approved by the Engineer.

MAINTENANCE

Maintenance of Sediment Control Barriers shall be per Section 670.40 of the Standard Supplemental Specifications or per the Stormwater Pollution Prevention Plan (SWPPP).

The contractor shall inspect the sediment barrier after each rain event and as specified in relevant permits to ensure that they are working effectively and as intended. Contractor shall be responsible for ensuring that an effective barrier is in place for all phases of the contract.

Barriers that decompose naturally due to weatherization over time such that they no longer provide the function required shall be repaired or replaced as directed. If the resulting berm of compost within the fabric tube is sufficiently intact and continues to provide water and sediment control, barrier does not necessarily require replacement.

DISMANTLING & REMOVING

Barriers shall be dismantled and/or removed when construction work is complete and when site conditions are sufficiently stable to prevent surface erosion and after receiving permission to do so from the Engineer.

For all instances, all nonbiodegradable material, including photo-biodegradable fabric, plastic netting, nylon twine, and silt fence, shall be removed and disposed off-site by the Contractor regardless of site context.

For naturalized areas, biodegradable, natural fabric, and material may be left in place to decompose on-site. Compost filter tubes may be left as they are with stakes removed. Straw bales shall be broken down and spread evenly. All nylon or nonbiodegradable twine shall be removed along with silt fence. Wooden stakes may be left on site, placed neatly and discretely.

In urban, residential, and other locations where aesthetics is a concern, the following shall apply:

- Filter tube fabric shall be cut and removed, and compost shall be raked to blend evenly (similar to a soil amendment or mulch). Not more than a 2-inch depth shall be left on soil substrate.
- Straw bales shall be removed and disposed off-site by the Contractor. Areas of trenching shall be raked smooth and disturbed soils stabilized with a seed mix matching adjacent grasses (i.e., lawn or native grass mix).
- Silt fence, stakes, and other debris shall be removed and disposed off-site. Site shall look neat and clean upon completion.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Item 767.121 will be measured and paid for at the contract unit price per foot of sediment control barrier which price shall include all labor, equipment, materials, maintenance, dismantling, removal, restoration of soil, and all incidental costs required to complete the work.

Silt fence, when used in conjunction with compost filter tubes or straw bales, will be incidental to this item.

Additional barrier, such as double or triple stacking of compost filter tubes, if requested by Engineer shall be paid for per foot of tube installed.

Barriers that have been driven over or otherwise damaged by construction activities shall be repaired or replaced as directed by the Engineer at the Contractor's expense.

ITEM 983.001 NATURAL STREAMBED MATERIAL TON

The Contractor shall restore the streambed beneath the structure according to the detail shown on Sheet STR-1. The material shall be 12" thick natural bottom conforming to MassDOT material specification M1.03.0 Type A. It shall be well graded, compacted and consolidated, using as much of the existing natural stones as possible. Do not perform backfilling during wet or freezing weather.

DESCRIPTION

The Contractor shall provide for the excavation, stockpiling, and replacement of natural streambed material from the existing streambed to restore the streambed and bank to natural pre-construction conditions to the maximum extent practicable for the installation of the aluminum frame arch bridge. The intent is to reuse the existing native streambed material that must be excavated for the installation of the culvert. If additional streambed material is needed, it shall be furnished as described below in the Materials section. The purpose of this is to establish a high-quality, natural streambed and banks that improve aquatic organism habitat and passage through the structure.

The Contractor is advised that if applicable, compliance with US Army Corps of Engineers (USACE) and Massachusetts Department of Environmental Protection (MassDEP) permit Conditions may be required for this Project which includes, but is not limited to, Conditions for submittals, reviews, and approvals for pre-construction, construction, and post-construction work. In the event of conflicts of the Plan with Permit conditions, the Contractor shall immediately notify the Engineer.

The Contractor shall investigate the proposed culvert location and sample the natural stream substrate. The substrate material sample shall be tested, at the Contractor's expense, to determine the gradation and composition of material present.

A Wetland Specialist shall be present during construction to monitor installation activities including but not limited to erosion control, stockpiling and dewatering.

STREAMBED MATERIAL

Existing streambed materials shall be stockpiled as native streambed material. Any native material excavated from the existing streambed during construction of the culvert shall be stockpiled and reused for streambed restoration, provided the excavated material is characteristic of the existing channel substrate in the vicinity of the work area. Care shall be taken to not mix the layers of the material. The streambed material shall be fully removed and stockpiled prior to proceeding with soil excavation for the installation of the culverts.

Supplemental borrow materials are to be used when stockpiled native materials have been exhausted or if stockpiled native materials are found to be unsuitable. If additional streambed material is needed, the Contractor shall furnish the material in accordance with the following.

The supplemental borrow for native material shall be locally sourced, rounded river stone, that matches the composition of the native streambed. A sample of the supplemental borrow shall be reviewed and approved by the Engineer and Wetland Scientist to ensure the material matches the composition of the native streambed. The following gradation may be used as a guide.

Supplemental Borrow for Native Material Gradation

Stone/Sieve Size	% Finer
12 inches	100
6 inches	30-75
No. 4	4-30
No. 200	4-6

Prior to placement of the supplemental material, the Contractor shall obtain approval from the Engineer and the Town of South Hadley Conservation Coordinator regarding the suitability of the actual material used. For the Engineer's review, the Contractor shall provide two samples, at 15 lb minimum each, of the supplemental borrow material with any amendments incorporated, to the Engineer. The Contractor shall also submit a sieve analysis of the material to the Engineer. In the event that the submitted material is not acceptable, the Contractor shall re-sample, re-test, and re-submit materials at his own expense until the Engineer accepts the submitted materials.

If supplemental borrow materials are required, the Contractor shall notify the Engineer and the Town of South Hadley Conservation Coordinator 24 hours in advance of installation of the supplemental borrow materials so that the Engineer can observe the amount of supplemental borrow material installed.

CONSTRUCTION METHODS

A 18" thick layer of native streambed material shall be placed inside of the culvert. The material shall be shaped to resemble a natural channel as depicted on the plans. The purpose of this material is to restore a natural streambed for improved aquatic habitat, terrestrial wildlife passage and aesthetics. This material shall be installed during dewatered conditions behind cofferdams to avoid the release of sediment and negative water quality impacts.

The existing elevations and conditions of the streambed shall be maintained to the maximum extent practicable.

Once all material has been placed in the stream channel and approved by the Engineer and Wetland Scientist, the Contractor shall remove the cofferdams in such a way to slowly wet the stream to minimize the initial sediment pulse. Every attempt shall be made to minimize the downstream movement of sediment.

The final streambed and banks shall look like a natural stream, shall match nearby stream reaches, and there shall be minimal to no subsurface flow upon final inspection by the Engineer.

The Contractor shall submit to the Engineer for approval prior to the start of operations, a placement plan and method of placement, which shall be approved prior to the commencement of streambed restoration. The Town of Soth Hadley Conservation Coordinator shall be copied on the placement plan.

The stockpiled material shall be kept moist and covered during stockpiling and shall be reused within two weeks of its initial excavation.

COMPENSATION

Item 983.001 will be measured and paid for at the contractor unit price per Ton of Natural Streambed Material which price shall include all labor, equipment, materials, maintenance, dismantling, removal, restoration of soil, and all incidental costs required to complete the work.

ITEM 991.1 CONTROL OF WATER – STRUCTURE NO. S-18-021 LUMP SUM

The work to be performed under this Item shall include all pumping, cofferdams, sandbagging, earth, and other measures, inclusive of optional sheeting if deemed practical, necessary for sufficient water control to accomplish bridge and abutment installation and one 30" HDPE (or larger) culvert temporary bypass. Also, this Item includes all water pollution prevention including sediment control and flood prevention of the excavated areas at the structure for demolition, reconstruction, and riprap placement necessary to complete the bridge installation.

The Work under this Item shall conform to the relevant provisions of Subsection 140 of the Standard Specifications and these Special Provisions.

The Contractor's attention is directed to the section of these Special Provisions that addresses the Contractor's obligations for Sedimentation and Erosion Control for this project.

The contractor is responsible for following the Order of Conditions for this project including conditions relevant to Item 991.1. Relevant conditions include but are not limited to the following:

1. Dewatering activities shall be located as far as possible from wetland resource areas and shall be prohibited from discharging to Bordering Vegetated Wetlands, Isolated Vegetated Wetlands, Land Under Water Bodies and Waterways, or within the inner Riverfront Area.
2. Dewatering may only occur in other upland resource areas provided adequate control measures are

implemented and locations are identified by the contractor and reviewed and approved by the Commission and/or its agent prior to implementation.

CONSTRUCTION METHODS

As part of the work under this Item, it is the responsibility of the Contractor to determine the means and method to maintain the required channel opening for fish and water flow, dewatering techniques and sedimentation controls needed to control water and sediment for the required operations. Prior to commencing construction, the Contractor shall submit Plans showing the methods and materials he/she proposes to use for the Engineer's approval. The submittal shall include a hydraulic calculation showing the proposed methods do not result in flood impact to improvements on surrounding properties due to storm flows. The Plans and hydraulic calculations shall be prepared and stamped by a Professional Engineer registered in the Commonwealth of Massachusetts.

All work shall be performed during the low flow season, and the design submittal must consider a minimum 10 year flood elevation for the cross-section in each stage of construction (see Bridge Manual Part I 1.3.3.3E). A minimum of 1 foot of freeboard shall be provided with the 10 year flood elevation for water control purposes. The 10 year flood elevation that is indicated on the Plans is based on the particular cross-section shown for each stage of construction. Any deviation of the location of the water control system from the Plans will require a determination of a new 10 year flood elevation for the design.

The Contractor shall use such equipment and shall perform his/her operations in such a manner that boiling or other disturbances of the soil in the foundation area will be prevented. He/She shall keep the area being excavated dry by such means that water will be prevented from entering from the adjacent soils and adversely affecting the stability of the foundation material or supporting soils. In the event of high flow rates, the Contractor shall be responsible to develop and implement a reasonable means necessary to handle the additional flows to protect the surrounding area, as approved by the engineer.

All dewatering and related earthwork shall be conducted in such a manner as to prevent siltation or contamination of the waterway.

The Contractor shall provide the means of removing all sediment from water pumped from channel excavation or water entering the bridge excavation via ground water or from surface flow; this shall include the use of sedimentation basins, check dams, sedimentation fences or tanks as required in these Special Provisions under Sedimentation and Erosion Control listed below.

All temporary support of excavation that protrudes into the soil that supports the bridge structure shall be left in place. Supporting soil shall be defined as all soil directly below the footing contained within a series of planes that originate at the perimeter of the bottom of the footing and project down and away from the footing at an angle of 45 degrees from the horizontal.

Measures to control the discharge of pollutants into water resource areas shall include, but not be limited to the following:

- Rigorous management of construction operations involving potentially hazardous materials, such as, refueling and maintenance of construction equipment.
- Formulation of contingency plans to control accidental spillage from potentially hazardous materials.

- Sighting of construction staging areas outside of the buffer zones on relatively flat ground.
- Scheduling of work within the resource areas to avoid periods of high flood (e.g., spring floods) and inclement weather.
- Installation and continuous maintenance of staked hay bales and filter fences to prevent sediment migration into adjacent downstream resource areas. Placement of erosion controls shall be as shown on the plans, as specified herein, or as directed by the Engineer, so as to accomplish maximum control of project related sediment mobilization. Additional erosion control measures shall be employed as necessary to prevent erosion and sedimentation of the streambed. These measures shall be maintained for the duration of the contract.
- All discharge resulting from dewatering activities shall be directed to temporary settling tanks/basins located as necessary to control turbidity (see below). At no time shall said discharge be directly released into adjacent resource areas.

The pumping discharge shall not be allowed to enter directly into Elmer Brook. The water from the work areas shall be pumped to a settling tank. The tank shall be constructed to allow for the pumped water to pass through the tank with sediments settling out before discharging to an area enclosed by hay bales. The tank can be constructed of concrete, fiberglass or any other material that will meet the following:

1. Approximately 70 percent sedimentation trapping efficiency shall be achieved with a typical tank to ensure that the tanks are adequately sized to prevent overtopping from dewatering and to provide the required filtering.
2. The outlet from the settling tank shall not cause erosion of the surrounding area. An approved method of controlling erosion, such as an erosion control blanket, stone, etc., shall be used at the outlet of the tank.

The settling tanks shall be maintained as follows:

1. Inspect at least twice daily during dewatering operations.
2. Repair any damage immediately.
3. Clean tank outlet daily. Remove any debris immediately.
4. Remove sediments when deposits reach 8 inches below the outlet invert.
5. Dispose sediments outside of wetland areas at a location approved by the Engineer.
6. The Contractor shall inspect hay bales that surround the outlet daily and shall immediately replace any that are damaged.

The approximate location of the settling tanks shall be shown on the Contractor's Plans as part of the submittal for the Engineer's approval.

Pumping shall be conducted in a manner which will not adversely affect the work within the excavation.

The Contractor shall provide and maintain ample pumps, pipes and other devices to promptly and continually remove and dispose of water from the excavation areas. The size and configuration of pumps and pipes shall be selected by the Contractor.

The Contractor is advised that the effectiveness of the water control method used will vary based on the

field conditions and the time at which the actual excavation work is being performed. The Engineer has the right to order the Contractor to stop all excavation operations when in his judgment the Contractor's water control operations are failing to produce adequate results or are posing a threat to the environment.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Payment for all water control work, including design for flood prevention of excavated areas, water pollution prevention and dewatering operation, all necessary tools, material, installation, and removal of all temporary measures necessary for the measures outlined above, shall be included in the Contract LUMP SUM Price for this Item.

Payment under this Item is a partial progressive payment of the Lump Sum Contract Bid Price of this Item and shall be made based upon the following percentages: 50% upon completion of the installation of the water control system to the satisfaction and approval of the Engineer, and 50% upon the removal and satisfactory disposal of the water control system from the project site at the completion of the work.

ITEM 999. ALUMINUM STRUCTURAL PLATE ARCH- LUMP SUM BRIDGE NO. S-18-021

The work under this Heading consists of fabricating, transporting and installing aluminum structural plate arch and includes all necessary labor, materials, and equipment to complete the work as shown on the Plans. The work shall conform with the MassDOT Standard, Supplemental, and Interim Specifications and the requirements of the current AASHTO LRFD Bridge Construction Specifications, except as noted herein.

DESIGN

The aluminum structural plate arch shall be designed in accordance with AASHTO LRFD Bridge Design Specifications, 9th Edition as well as the MassDOT 2013 LRFD Bridge Manual, for HL-93 loading. Design calculations shall be submitted indicating all appropriate design requirements are met in accordance with these standards. The calculations shall be stamped by a Professional Engineer registered in the state of Massachusetts, and be submitted for review and approval by the Engineer.

QUALITY ASSURANCE

General

Quality Assurance includes all the planned and systematic actions necessary to provide confidence that a product or facility will perform satisfactorily in service. It is an all-encompassing term that includes Quality Control (performed by the Fabricator) and Acceptance (performed by Town Representative). Quality Control is the system used by the Contractor and Fabricator to monitor and assess their production processes at the plant facility and installation activities at the project site to ensure that the final product will meet the specified level of quality. Acceptance includes all factors used by the Town Representative to determine the corresponding value for the product. Acceptance inspection at the plant facility by the Town Representative is intended as a means of evaluation of compliance with contract requirements. Contractor and Fabricator Quality Control activities and Town Representative Acceptance activities shall remain independent from one another. Town Representative Acceptance activities shall not replace Fabricator Quality Control activities.

Fabricator Quality Control

Quality Control shall be performed by the Fabricator to ensure that the product is fabricated in conformance with the specifications herein. The Fabricator shall maintain a Quality Control system to monitor, assess, and adjust placement and fabrication processes to ensure the aluminum structural plate arch meets the specified level of quality, through sufficient Quality Control sampling, testing, inspection, and corrective action (where required). Only Fabricators meeting the requirements of Section 6.01: Source of Supply and Quality shall be allowed to fabricate and provide the structural arch plates.

Documentation

At a minimum, the Fabricator shall maintain a filing system for the following QC records and documentation. All QC records and documentation shall be made available to The Town upon the request of the Department.

- (a) Most current set of Approved Shop Drawings
- (b) Fabricator Certificate of Compliance
- (c) Non-Conformance Reports (NCRs)
- (d) Documentation of Repairs (if applicable)
- (e) Erection and Installation Procedures

MATERIALS

Materials shall meet the following specifications (if applicable):

General	M4.00.00
Corrugated Metal Pipe	AASHTO M219
Steel Bolts & Hardware	AASHTO M164, M291, M293
Galvanizing	AASHTO F2329
Zinc Chromate Primer	TT-P-645

CONSTRUCTION METHODS – PLANT FABRICATION

Shop Drawings

Prior to performing any work under this Section, the Contractor shall receive approval for all shop drawings for the aluminum structural plate arch being worked on and any special Contract requirements, provided that a complete shop drawing package is provided. The Contractor shall not order materials or begin work before receiving approved shop drawings. The Town will reject elements that deviate from the approved drawings or are fabricated prior to receiving written approval of the shop drawings. The Contractor shall bear full responsibility and costs for all materials ordered or work performed prior to the approval of the shop drawings or written authorization from The Town Representative.

Contractor shall submit scaled shop drawings stamped by a Massachusetts PE to the Engineer of Record and MassDOT for review and approval. Contractor shall also submit any calculations stamped by a Massachusetts PE to the Engineer of Record and MassDOT for review and approval.

Resubmittal of “Approved as Noted” shop drawings is not necessary for minor revisions, provided that the correction can be clearly understood and is unambiguous without possibility of misinterpretation. Shop drawings with questions or comments that require a response and/or additional information from the Fabricator must be resubmitted.

Detailed shop drawings shall be prepared in accordance with the relevant provisions of Subsection 5.02 and shall, at a minimum, contain the following:

- (a) Number and type and/or piece mark of the aluminum plate sections
- (b) Skew angles of sections.
- (c) Location and details of all inserts, anchors, and hardware. All hardware shall be galvanized except as noted.
- (d) Locations and details of all connections to concrete or other plate retaining structures to be attached to the primary arch sections.

Fabrication

All Precast Concrete Bridge Elements shall be fabricated in accordance with the listed standards.

Description of Plates

Plates must consist of aluminum alloy structural units. Use the manufacturer's standard plate width, length and rib sizing for the size structure specified. Measure plate width circumferentially, or parallel to the highway centerline. Plates must include an approximately 2-inch lip beyond each end crest, resulting in the given structure's actual length being approximately 4 inches longer than the nominal length, except if skewed or beveled.

The plates shall provide the minimum span and heights shown on the plans.

Joints

The plate joints shall be staggered either circumferentially or longitudinally, connected along the longitudinal and circumferential seams by galvanized steel bolts. Bolt sizing and spacing to be clearly shown on the shop drawings.

Marking

The following information shall be clearly marked on the interior of each frame by indentation, waterproof paint, or other approved means:

- (a) Frame span and rise
- (b) Date of manufacture and lot number
- (c) Name and trademark of the manufacturer

Forming and Punching Plates

Curve each plate to the proper radius, as shown on the approved shop drawings, and punch the bolt holes so plates curved to the same radius, except end plates, are interchangeable during erection. Place bolt holes along those plate edges that form longitudinal seams in rows, staggered so that one row is placed in the valley and one in the crest of the corrugations. Stagger the bolt holes between crest and valley for steel plates.

Space the bolt holes along the plate edges that form the circumferential seams in the finished structure by no greater than 10 inches.

Place the center of the hole no closer to the plate edge than $1 \frac{3}{4}$ times the diameter of the bolt.

Punch the bolt holes in steel plates $\frac{3}{16}$ inch to $\frac{9}{32}$ inch in thickness, inclusive, before galvanizing

the plates.

If the completed structure is a circular pipe, curve the plates so that if bolted together they form true circles of the required diameters.

Cut plates for forming skewed or sloped ends to produce the angle of skew or slope specified, with the end treatment as shown on the plans. Keep burned edges free from oxide and burrs. Place legible identification numerals on each plate part to designate its proper position in the finished structure.

Tolerances

Fabrication shall comply with the requirements of the provided AASHTO Standards.

Repairs and Replacement

No damaged plate sections shall be permitted to be repaired and used in the final structure. Plates may be rejected if they demonstrate any of the following defects:

- Elliptical shaping, unless specified
- Variation from a straight centerline
- Loose, unevenly lined, or spaced bolts
- Bruised, scaled, or broken spelter coating
- Uneven laps
- Ragged edges
- Illegible brand
- Dents or bends in the metal

CONSTRUCTION METHODS – FIELD CONSTRUCTION

Prior to final bolt tightening and backfilling, all plates shall be placed and bolts loose fit to confirm correct alignment and shape of arch.

Foundation Preparation

Foundation to be prepared as indicated on the plans, to the depth below structure shown and using the foundation material specified. If the structure is a buried pipe or pipe arch, then the structure shall be bedded in an earth foundation of uniform density, carefully shaped by a template supported at the specified grade to fit the lower plates of the structure. If rock, either ledge or boulders, are encountered, remove it below the limits of proposed foundation material and replace with the foundation backfill as specified on the plans.

For pipe arches placed on concrete foundations, either spread or pile footings, with or without a concrete pedestal, all concrete installations shall be accepted both for geometry, survey, and required concrete compressive strength prior to placement of the arch.

Survey and Layout

Working points, working lines, and benchmark elevations shall be established prior to placement of all elements. The Contractor is responsible for field survey as necessary to complete the work. The Town reserves the right to perform additional independent survey. If discrepancies are found, the Contractor may be required to verify previous survey data.

Erection

The elements shall be placed in the sequence and according to the methods outlined in the fabricator's erection and installation procedures.

All surfaces which will support or otherwise have concrete poured and cured in contact with it, shall be coated using a zinc chromate primer. The primer shall be applied in accordance with manufacturer's and/or fabricator's instructions and allowed to fully dry prior to pouring of concrete.

Backfilling

Backfilling operations shall not begin until the following checks have been made:

- (a) The frame to footing key joints are grouted as shown on the plans;
- (b) All arch section joints and connections have been inspected and approved;
- (c) All concrete headwalls or other attached earth retaining elements have been installed, inspected and approved.

Backfill shall be paid for under separate items. The limits and material of backfill shall be as indicated on the plans. The backfilling procedures shall be in accordance with Sections 120, 150, and 170 of the Standard Specifications and Supplemental Specifications modified as follows:

- (a) Fill shall be placed and compacted in layers not exceeding one foot in depth;
- (b) Dumping of fill shall not be allowed any nearer to the structure than 3.25 feet from a vertical plane extending from the back of the footing;
- (c) Backfill shall be placed as symmetrically as possible around the structure with differential depths of backfill on each side of the structure not exceeding 1.5 feet with respect to each other;
- (d) Compaction shall be achieved using hand compaction equipment for all fill within one foot of the structure;
- (e) The bare structure shall not be crossed by any equipment heavier than that specified by the frame manufacturer. All damage resulting from equipment damage shall be rectified to the satisfaction of the Engineer at no cost to the Department;
- (f) Construction equipment will not be permitted atop an uncompleted structure;
- (g) Construction equipment whose weight exceeds the design capacity shall not be permitted atop the completed structure under any circumstances;
- (h) The use of vibratory rollers for compaction purposes will not be permitted.

A representative of the manufacturer shall be on site at the commencement of the installation, at no cost to the Department, to assist the Contractor. The representative shall offer advisory assistance only and shall not supplant the Contractor's representative, or the Engineer.

COMPENSATION & BASIS OF PAYMENT

The furnishing, fabricating, and erecting Aluminum Structural Plate Arch for the structure shall be paid for at the contract unit price EACH, complete in place.

ITEM 999.1**ROOTWAD****LUMP SUM****DESCRIPTION**

Rootwad revetment shall consist of a footer log, rootwad (tree stump) and boulders placed in and on streambanks to stabilize streambanks and create instream structures for improved fish rearing and spawning habitats. Under this item the Contractor shall furnish and install rootwad revetments in accordance with the contract documents.

MATERIALS

Footer logs and rootwads shall be structurally sound conifers or other species approved by the Engineer prior to installation on the site. The root wad shall have 1.5 to 2 m of trunk length, a minimum of 130 mm in diameter and a root bundle with numerous root protrusions attached. Logs that are crooked and with irregular shape are preferred. Loose soil shall be removed to expose as many roots as possible. Footer logs shall be the same diameter as the rootwad and a length of 500 to 750 mm. Anchoring system shall be light stone a minimum of 1 to 1.5 times the size of the revetment log diameter, approximately 130 to 200 mm in the greatest dimension weighing 50 kg and with and irregular surface. Alternative anchoring systems shall be approved by the Engineer prior to installation.

CONSTRUCTION DETAILS

Excavate the footer log at the slope or stream base to a depth of one half the footer log diameter. Install the footer log at a slight angle upstream into the direction of the stream flow. Each end of the footer log shall be anchored with at least three boulders. Trench and place rootwads into the stream bank so that the roots are flush with the stream bed and at a slight angle facing upstream and the trunk perpendicular to the footer log. The rootwad shall be placed in between the anchors. Backfill shall be placed around the rootwad, boulders, and to match the existing slope. The backfill shall be tamped sufficiently to secure the rootwad to the stream bank.

METHOD OF MEASUREMENT

The quantity of rootwads will be measured as the number of rootwads revetments satisfactorily installed and accepted.

BASIS OF PAYMENT

The unit price per rootwad revetment EACH shall include the cost of furnishing all labor, materials, and equipment necessary to complete the work including excavation.

APPENDICES

Turtle Protection Plan

Pearl Street/Elmer Brook Culvert Replacement

Town of South Hadley

South Hadley, Massachusetts

June 27, 2024

Table of Contents

**Turtle Protection Plan
Pearl Street/Elmer Brook
South Hadley, Massachusetts**

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Appendices

End of Report

- A Site Map
- B NHESP Fact Sheets
- C NHESP Determination and Correspondence
- D Scientific Collection Permit Application

1 Turtle Protection Plan

The replacement of an existing culvert that conveys Elmer Brook under Pearl Street (Site; 42.282705 N, 72.587086 W) is proposed. The Massachusetts Natural Heritage & Endangered Species Program (NHESP) has mapped a portion of the proposed project area as Priority Habitat (PH) and NHESP has been consulted during the development of the project design. Refer to *Appendix C* for early consultation with NHESP staff indicating the PH provides potential habitat for wood turtle (*Glyptemys insculpta*). The riparian areas within the mapped PH may provide potential migration and/or a travel corridor, while the bordering wetlands offer foraging and aestivation opportunities. The project was formally reviewed by NHESP through the submittal of the Notice of Intent and MESA Project Checklist. NHESP issued a determination letter for the project (NHESP File No. 23-8648) indicating the presence of both the wood turtle and eastern box turtle (*Terrapene carolina*). The letter included a condition the Applicant shall submit a Turtle Protection Plan for review and approval prior to the start of work.

This Turtle Protection Plan was developed to ensure that best management practices are employed during the turtles' active season: April 1 – October 31 in compliance with the NHESP Determination letter condition #1.

1.1 Turtle Protection Measures During Construction

The following measures are proposed for construction in the potential wood turtle and eastern box turtle habitat at the crossing of Pearl Street and Elmer Brook in South Hadley, MA:

1.1.1 Contractor Education and Awareness Program

1. The attached Site Map (*Appendix A*) identifies the locations of work areas within the mapped PH as an overlay of yellow hatching. A copy of the site plans will be on-site during construction.
2. Contractors working at the Site will complete a training seminar on turtle biology, identification, and ecology. Information from the NHESP fact sheets (*Appendix B*) will be discussed during the training. The training will be conducted by Fuss & O'Neill's qualified wildlife monitor:
 - o Fuss & O'Neill's wildlife monitor will meet with contractors at the Site to review eastern box turtle and wood turtle identification, habitat, and procedures to follow if a turtle is encountered.
 - o Fuss & O'Neill's wildlife monitor will provide handouts to Contractors to refer to in the field. These handouts will include color photographs and brief descriptions of the importance of these species and key identifying features.
 - o Contractors will be instructed to notify Fuss & O'Neill's wildlife monitor and a representative of the Town of South Hadley if an eastern box turtle or wood turtle is encountered.
3. Increased human activity in the vicinity of turtle habitat can also lead to an increase of potential nest predator species such as raccoons and skunks. To discourage an increase in the predator population, contractors will be required to practice good housekeeping and securely dispose of food wrappers and rubbish.
4. Eastern box turtles and wood turtles may be present in high densities during certain times of the year. If an eastern box turtle or wood turtle is observed, contractors will be advised to inform the lead monitor and proceed with care as there may be more turtles within or near the Site.
5. During construction, an appointed "lead monitor" from the contractor (see section *Monitoring*, page 5) will conduct visual turtle "sweeps" to ensure turtles are not present within the day's work area. Prior to the

start of work or movement of any equipment each morning, the lead monitor will walk through the work area with the identification guide (provided by the wildlife monitor) to visually sweep the area.

If a turtle is encountered, the lead monitor will:

1. Notify Fuss & O'Neill's wildlife monitor and a representative of the Town of South Hadley of the encounter.
 2. Photo-document the eastern box turtle or wood turtle.
 3. Move the turtle to a safe distance outside the limits of construction (250–500 feet, as recommended by NHESP), away from the path of equipment, and placed in the direction the turtle was oriented when observed.
 4. Observe the movement of a relocated eastern box turtle or wood turtle to make sure the turtle does not return to the Site.
6. A Scientific Collection Permit (*Appendix D*) will be obtained from NHESP in order for on-site personnel to handle the turtles, if encountered.

1.1.2 Best Management Practices (BMPs)

1. Erosion and sediment controls will be installed and regularly maintained to protect water quality.
2. Parking of contractor vehicles in the habitat area will be avoided.
3. Equipment will be monitored regularly for leaks, and secondary containment (such as absorbent pads or plastic trays) will be used under equipment that will be parked in the habitat for lengths of time. When feasible, refueling will not occur within 100 feet of wetlands or waterways. When refueling must occur within 100 feet of wetlands or waterways for more stationary equipment, secondary containment will be used.

1.1.3 Vegetation Management

1. The contractor will make efforts to preserve low-growing, native vegetation outside of direct work areas, specifically focusing on food sources such as blackberry (*Rubus sp.*), willow (*Salix sp.*), and herbaceous species.
2. Mechanical clearing/mowing will be avoided during the peak nesting season (May 15th to July 15th).
 - If mowing is performed during nesting season, mower blades will be raised to 10 to 12 inches above the ground to reduce the likelihood of turtle mortality. Mowing will occur in low gear or at slow speeds and begin from the center of the ROW out towards edges and streams, to allow turtles time to react.

Monitoring

1. When equipment access is necessary in the habitat during the turtles' active season (April 1 to October 31 of any year), monitoring will be provided by a qualified wildlife monitor.
2. A contractor employee will be trained and appointed as the "lead monitor" to oversee sweeps conducted daily and prior to any heavy machinery entering the work area. Any turtle encountered will be moved to a safe distance outside the limits of construction, away from the path of equipment, and placed in the

direction the turtle was oriented when observed. Observed listed turtles will be appropriately recorded and reported to Fuss & O'Neill's qualified wildlife monitor.

3. A qualified monitor or an appointed lead monitor will visually sweep all impact areas prior to equipment access and earthwork (grading, access, pad(s), construction, staging area construction) during the active season for the turtles.
4. The qualified monitor or an appointed lead monitor will visually sweep the project area each workday morning, prior to any equipment access for additional construction phases in the specified location during the turtles' active season.
5. If a turtle is encountered, the appointed lead monitor will:
 - o Photo-document the turtle
 - o Move the turtle in the direction they are traveling and on the outside of the limits of construction
 - o Contact Fuss & O'Neill's qualified monitor

If eastern box turtles or wood turtles are found, please contact:

Michael Soares, Wetlands Scientist
Fuss & O'Neill, Inc.
1550 Main Street Suite 400
Springfield, MA 01103
(413) 366-5411
michael.soares@fando.com

2 References

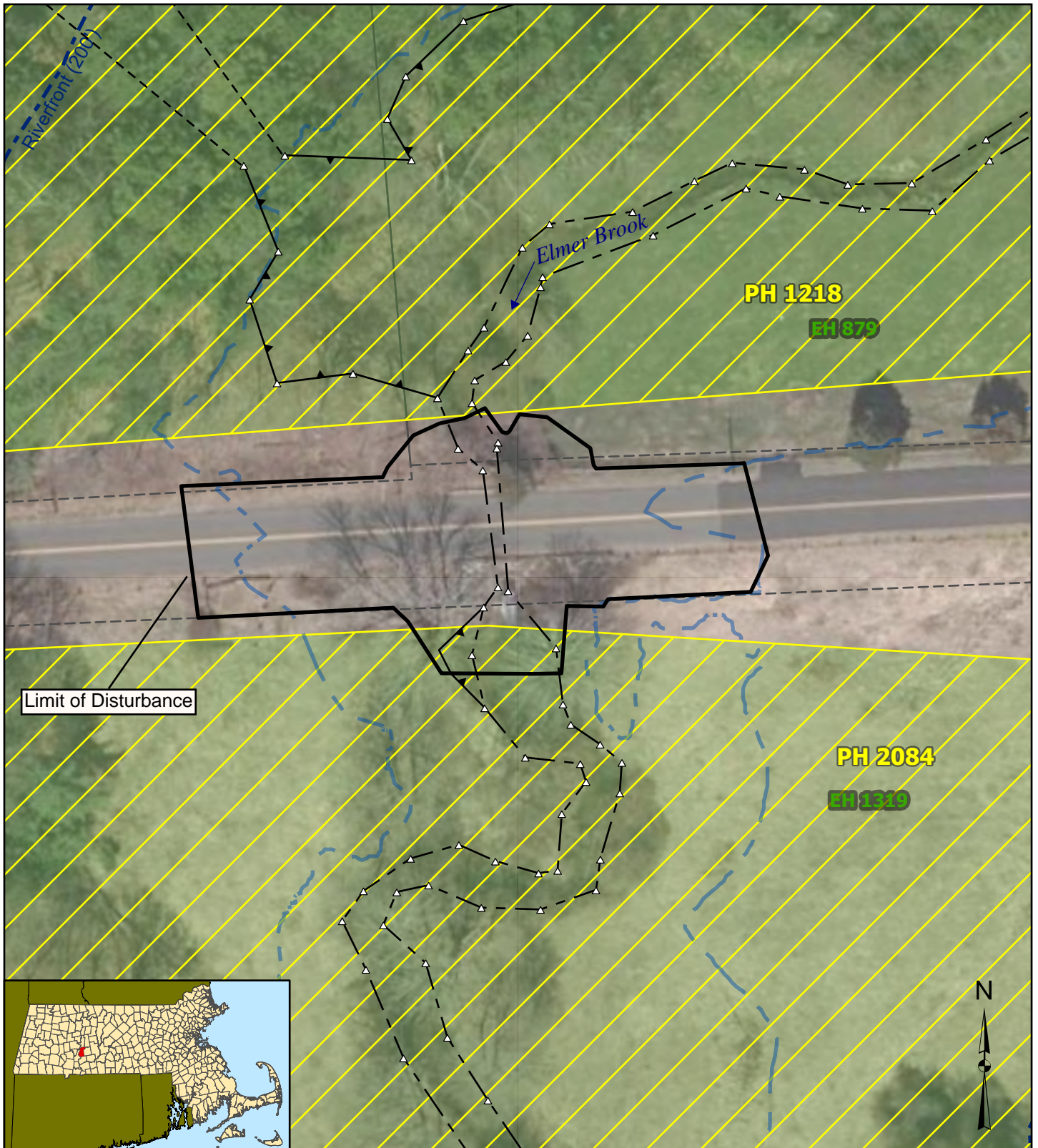
Natural Heritage and Endangered Species Program (NHESP). 2007 revised December 2016. Massachusetts Forestry Conservation Management Practices for Wood Turtles. Version 2007.1 revised December 2016. Natural Heritage and Endangered Species Program, Massachusetts Division of Fisheries and Wildlife, Westborough, Massachusetts, USA. <https://www.mass.gov/files/documents/2016/12/xi/wood-turtle-cmp.pdf>

Natural Heritage and Endangered Species Program (NHESP). updated 2015. Wood Turtle, *Glyptemys insculpta*, Fact Sheet. <https://www.mass.gov/doc/wood-turtle/download>.

Natural Heritage and Endangered Species Program (NHESP). updated 2015. Eastern Box Turtle, *Terrapene carolina*, Fact Sheet. <https://www.mass.gov/doc/eastern-box-turtle/download>.

Appendix A

Site Map



Legend

- Priority Habitat of Rare Species
- Estimated Habitats of Rare Wildlife
- Limits of Resrouce Areas
- BVW
- Bank
- Resource Area flag
- Limit of 100-year flood zones (BLSF)



FUSSE & O'NEILL
 1550 Main Street, Suite 400
 Springfield, MA 01103

Figure 2: Environmental Constraints

Pearl Street Culvert Replacement
 South Hadley, Massachusetts

Project #: 20150214.B40

Date: July 2023

Appendix B

NHESP Fact Sheets



Natural Heritage & Endangered Species Program

www.mass.gov/nhesp

Massachusetts Division of Fisheries & Wildlife

Wood Turtle *Glyptemys insculpta*

State Status: **Special Concern**
Federal Status: **None**

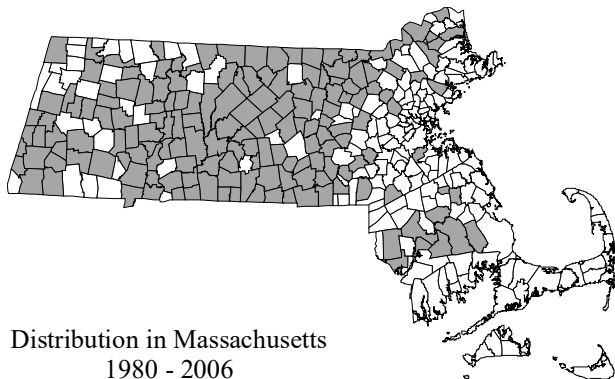
DESCRIPTION: The Wood Turtle is a medium-sized turtle (14-20 cm; 5.5-8 in) that can be recognized by its sculpted shell and orange coloration on the legs and neck. The carapace (upper shell) is rough and each scale (scute) rises upwards in an irregularly shaped pyramid of grooves and ridges. The carapace is tan, grayish-brown or brown, has a mid-line ridge (keel) and often has a pattern of black or yellow lines on the larger scutes. The plastron (lower shell) is yellow with oblong dark patches on the outer, posterior corner of each scute. The head is black, but may be speckled with faint yellow spots. The legs, neck, and chin can have orange to reddish coloration. Males have a concave plastron, thick tail, long front claws, and a wider and more robust head than females. Hatchlings have a dull-colored shell that is broad and low and a tail that is almost as long as their carapace, and they lack orange coloration on the neck and legs.



Photo by Mike Jones

SIMILAR SPECIES: The habitat of the Eastern Box Turtle (*Terrapene carolina*) and the Blanding's Turtle (*Emydoidea blandingii*) may overlap that of the Wood Turtle, but neither has the Wood Turtle's pyramidal shell segments. Unlike the Wood Turtle, the Box and Blanding's turtles have hinged plastrons into which they can withdraw or partially withdraw if threatened. The Northern Diamond-backed Terrapin (*Malaclemys terrapin*) has a shell similar to that of the Wood Turtle. However, its skin is grey and it lives only near brackish water, which the Wood Turtle avoids.

RANGE: The Wood Turtle can be found throughout New England, north to Nova Scotia, west to eastern Minnesota, and south to northern Virginia. The Wood Turtle appears to be widespread in Massachusetts. However, it should be kept in mind that little is known about the status of local populations associated with the majority of these sightings. Most of the towns have fewer than 5 known occurrences.



Distribution in Massachusetts
1980 - 2006
Based on records in
Natural Heritage Database

A Species of Greatest Conservation Need in the Massachusetts State Wildlife Action Plan

Massachusetts Division of Fisheries & Wildlife

1 Rabbit Hill Rd., Westborough, MA; tel: 508-389-6300; fax: 508-389-7890; www.mass.gov/dfw

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www.mass.gov/nhesp

HABITAT IN MASSACHUSETTS: The preferred habitat of the Wood Turtle is riparian areas. Slower moving mid-sized streams are favored, with sandy bottoms and heavily vegetated stream banks. The stream bottom and muddy banks provide hibernating sites for overwintering, and open areas with sand or gravel substrate near the streams edge are used for nesting. Wood Turtles spend most of the spring and summer in mixed or deciduous forests, fields, hay fields, and riparian wetlands, including wet meadows, bogs, and beaver ponds. Then they return to the streams in late summer or early fall to their favored overwintering location.

LIFE CYCLE & BEHAVIOR: The Wood Turtle typically spends the winter in flowing rivers and perennial streams. Full-time submersion in the water begins in November, once freezing occurs regularly overnight, and continues until temperatures begin to increase in spring. It may hibernate alone or in large groups in community burrows in muddy banks, stream bottoms, deep pools, instream woody debris, and abandoned muskrat burrows. The Wood Turtle may make underwater movements in the stream during the winter; however, extended periods of activity and emergence from the water do not occur until mid-March or early April.

In spring, Wood Turtles are active during the day and are usually encountered within a few hundred meters from the stream banks. They have relatively linear home ranges that can be a half mile in length in Massachusetts (M. Jones, unpubl data). They will use emergent logs or grassy, sandy, and muddy banks to soak up the spring sun. During the summer months they feed in early successional fields, hayfields, and forests.

Wood Turtles are opportunistic omnivores; their diet consists of both plant and animal matter that is consumed on land and in the water. The Wood Turtle occasionally exhibits an unusual feeding behavior referred to as “stomping.” In its search for food, this species will stomp on the ground alternating its front feet, creating vibrations in the ground resembling rainfall. Earthworms respond, rising to the ground’s surface to keep from drowning. Instead of rain, the earthworm is met by the Wood Turtle, and is promptly devoured.

Although the peaks in mating activity occur in the spring and fall, Wood Turtles are known to mate opportunistically throughout their activity period. Males have been observed exhibiting aggressive behavior such as chasing, biting, and butting both during the mating season and at other times. A courtship ritual “dance” typically takes place at the edge of a stream or brook for several hours prior to mating. The dance involves the male and female approaching each other slowly with necks extended and their heads up. Before they actually touch noses, they lower their heads, and swing them from side to side. Copulation usually takes place in the water. Courting adults may produce a very subdued whistle that is rarely heard by observers. A female may mate with multiple individuals over the course of the active season.

In Massachusetts, most nesting occurs over a four-week period, primarily in June. Nesting sites may be a limited resource for Wood Turtles. Females are known to travel long distances in search of appropriate nesting habitat (average straight line distance of 244 m/800 ft). Once they have arrived at a suitable nesting area, there may be multiple nesting attempts or false nests that occur over the course of several days, prior to laying eggs. They abort attempts when disturbed (e.g., by human activities) early in the process or they hit a large rock while digging. Female Wood Turtles lay one clutch a year and often congregate in a good nesting area. Clutch size in Massachusetts averages 7 eggs (Jones, 2004, pers. comm.). Hatchling emergence occurs from August through September. The life span of the adult Wood Turtle is easily 46 years and may reach as much as 100 years.

THREATS: Hatchling and juvenile survival is very low and the time to sexual maturity is long. These characteristics are compensated by adults living a long time and reproducing for many years. Adult survivorship must be very high to sustain a viable population. These characteristics make Wood Turtles vulnerable to human disturbances. Population declines of Wood Turtles have likely been caused by hay-mowing operations, development of wooded stream banks, roadway casualties, incidental collection of specimens for pets, unnaturally inflated rates of predation in suburban and urban areas, forestry and agricultural activities, and pollution of streams.

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MANAGEMENT RECOMMENDATIONS: Using a turtle habitat model developed by UMass and NHESP records, Wood Turtle habitat needs to be assessed and prioritized for protection based on the extent, quality, and juxtaposition of habitats and their predicted ability to support self-sustaining populations of Wood Turtles. Other considerations should include the size and lack of fragmentation of both riverine and upland habitats and proximity and connectivity to other relatively unfragmented habitats, especially within existing protected open space. This information will be used to direct land acquisition and to target areas for Conservation Restrictions (CRs), Agricultural Preservation Restrictions (APRs), and Landowner Incentive Program (LIP) projects.

Mowing and nest site creation guidelines developed by NHESP should be followed on properties managed for Wood Turtles. These practices will be most practical on state-owned conservation lands. However, these materials are also available to town land managers and private landowners.

Alternative wildlife corridor structures should be considered at strategic sites on existing roads. In particular, appropriate wildlife corridor structures should be considered for bridge and culvert upgrades and road-widening projects within or near Wood Turtle habitat. Efforts should be made to inform local regulatory agencies of key locations where these measures would be most effective for Wood Turtle conservation.

Educational materials are being developed and distributed to the public in reference to the detrimental effects of keeping our native Wood Turtles as pets (an illegal activity that reduces reproduction in the population), releasing pet store turtles (which could spread disease), leaving cats and dogs outdoors unattended (particularly during the nesting season), mowing of fields and shrubby areas, feeding suburban wildlife (which increases the number of natural predators on turtles), and driving ATVs in nesting areas from June-October. People should be encouraged, when safe to do so, to help Wood Turtles cross roads (always in the direction the animal was heading); however, turtles should never be transported to “better” locations. They will naturally want to return to their original location and likely need to traverse roads to do so.

Increased law enforcement is needed to protect our wild turtles, particularly during the nesting season when poaching is most frequent and ATV use is common and most damaging.

Forestry Conservation Management Practices should be applied on state and private lands to avoid direct turtle mortality. Seasonal timber harvesting restrictions apply to Wood Turtle habitat and to upland habitat that occurs up to 600 ft (183 m) beyond the stream edge. Motorized vehicle access to timber harvesting sites in Wood Turtle habitat is restricted to times when the Wood Turtle is overwintering. Bridges should be laid down across streams prior to any motorized equipment crossing the stream in order to maintain the structural integrity of overwintering sites.

Finally, a statewide monitoring program is needed to track long-term population trends in Wood Turtles.

ACTIVE PERIOD

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec

REFERENCES:

Compton, B. 2006. Personal Communication. University of Massachusetts, Dept of Natural Resources Conservation, Amherst, MA

DeGraaf, R.M., and D.D. Rudis. 1983. *Amphibians and Reptiles of New England*. Amherst, Massachusetts: The University of Massachusetts.

Ernst, C.H., J.E. Lovich, and R.W. Barbour. 1994. *Turtles of the United States and Canada*. Smithsonian Institution Press, Washington and London.

Jones, M. 2006. Personal Communication. University of Massachusetts, Dept. of Natural Resources Conservation, Amherst, MA.

Kaufmann, J.H. 1986. Stomping for earthworms by Wood Turtles, *Clemmys insculpta*: A newly discovered foraging technique. *Copeia* 1986(4), pp.1001-1004.

Updated 2015

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Natural Heritage & Endangered Species Program

www.mass.gov/nhesp

Massachusetts Division of Fisheries & Wildlife

Eastern Box Turtle *Terrapene carolina*

State Status: **Special Concern**
Federal Status: **None**

DESCRIPTION: The Eastern Box Turtle is a small terrestrial turtle ranging from 11.4–16.5 cm (4.5–6.6 in.) in length. It is so named because a hinge on the lower shell (plastron) allows it to enclose head, legs, and tail completely within the upper (carapace) and lower shells. The adult box turtle has an oval, high-domed shell with variable coloration and markings. The carapace is usually dark brown or black with numerous irregular yellow, orange, or reddish blotches. The plastron typically has a light and dark variable pattern, but some may be completely tan, brown, or black. The head, neck, and legs also vary in color and markings, but are generally dark with orange or yellow mottling. The Eastern Box Turtle has a short tail and an upper jaw ending in a down-turned beak. The male box turtle almost always has red eyes, and females have yellowish-brown or sometimes dark red eyes. Males have a moderately concave plastron (females' are flat), the claws on the hind legs are longer, and the tail is both longer and thicker than the females. Hatchlings have a brownish-gray carapace with a yellow spot on each scute (scale or plate), and a distinct light-colored mid-dorsal keel (ridge). The plastron is yellow with a black central blotch, and the hinge is poorly developed.



Photo by Liz Willey

SIMILAR SPECIES: The Blanding's Turtle (*Emydoidea blandingii*) may be confused with the Eastern Box Turtle. Often referred to as the "semi-box turtle," the Blanding's Turtle has a hinged plastron enabling the turtle to pull into its shell, but with less closure than in the Eastern Box Turtle. Both may have yellow markings on the carapace; however, the markings on a Blanding's Turtle are spots or flecks rather than blotches. An adult Blanding's Turtle is larger than the box turtle (15–23 cm; 6–9 in. in shell length). While both will be found nesting in similar habitat, the Blanding's Turtle is essentially aquatic whereas the Eastern Box Turtle is terrestrial. Eastern Box Turtle hatchlings could be confused with Spotted Turtle hatchlings, because both have spots on each scute. However, the Spotted Turtle lacks a mid-dorsal keel.

RANGE: The range of the Eastern Box Turtle is from southeastern Maine; south to northern Florida; and west to Michigan, Illinois, and Tennessee. Although Eastern Box Turtles occur in many towns in Massachusetts, they are more heavily concentrated in the southeastern section of the state.



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HABITAT IN MASSACHUSETTS: The Eastern Box Turtle is a terrestrial turtle, inhabiting many types of habitats. It is found in both dry and moist woodlands, brushy fields, thickets, marsh edges, bogs, swales, fens, stream banks, and well-drained bottomland.

LIFE CYCLE & BEHAVIOR: The Eastern Box Turtle hibernates in the northern parts of its range from late October or November until mid-March or April depending on the weather. Box turtles overwinter in upland forest, a few inches under the soil surface, typically covered by leaf litter or woody debris. As soil temperatures drop, the turtles burrow into soft ground. Overwintering is usually not communal, although several may overwinter within close proximity of one another. Some individuals may emerge prematurely during warm spells in winter and early spring. When this occurs, they may perish from exposure if there is a sudden cold snap. During the spring, Box Turtles start to forage and mate in the forest and fields.

In summer, adult Box Turtles are most active in the morning and evening, particularly after a rainfall. To avoid the heat of the day, they often seek shelter under rotting logs or masses of decaying leaves, in mammal burrows, or in mud. They often scoop out a “form” (a small domelike space) in leaf litter, grasses, ferns, or mosses where they spend the night. These forms may be used on more than one occasion over a period of weeks. Though known as “land turtles”, in the hottest weather they frequently enter shaded shallow pools and puddles and remain there for periods varying from a few hours to a few days. In the cooler temperatures of spring and fall, box turtles forage at any daylight hour.

The Eastern Box Turtle is omnivorous, feeding on animal matter such as slugs, insects, earthworms, snails, and even carrion. Box Turtles also have a fondness for mushrooms, berries, fruits, leafy vegetables, roots, leaves, and seeds.

Females reach sexual maturity at approximately 13 years of age. Mating is opportunistic and may take place anytime between April and October. Courtship begins with the male circling, biting, and shoving the female. Afterward, the premounting and copulatory phases take place. Females can store sperm and lay fertile eggs up to four years after mating.

Females nest in June or early July and can travel great distances to find appropriate nesting habitat. They may travel up to approximately 1600 m (1 mile), many of them crossing roads during their journey. Nesting areas may be in early successional fields, meadows, utility right of ways, woodland openings, roadsides, cultivated gardens, residential lawns, mulch piles, beach dunes, and abandoned gravel pits. Females sometimes exhibit nest site fidelity, laying eggs in close proximity to the previous years’ nest. Females typically start nesting in the late afternoon or early evening and continue for up to five hours.

THREATS: There are several reasons the Eastern Box Turtle is under threat in Massachusetts: habitat destruction resulting from residential and industrial development; road mortality; collection by individuals for pets; mowing of fields and early successional habitat during the active season; unnaturally inflated rates of predation in suburban and urban areas; disturbance of nest sites by ATVs; and genetic degradation due to the release of non-native (pet store) turtles. The release of non-native species could also transmit disease, which may become an issue in Massachusetts, but is not currently a problem.

MANAGEMENT RECOMMENDATIONS: Using NHESP records, Eastern Box Turtle habitat needs to be assessed and prioritized for protection based on the extent, quality, and juxtaposition of habitats and their predicted ability to support self-sustaining populations of box turtles. Other considerations should include the size and lack of fragmentation of habitat and proximity and connectivity to other relatively unfragmented habitats, especially within existing protected open space.

Given limited conservation funds, alternatives to outright purchase of conservation land is an important component to the conservation strategy. These can include Conservation Restrictions (CRs) and Agricultural Preservation Restrictions (APRs).

Habitat management and restoration guidelines should be developed and implemented in order to create and/or maintain consistent access to nesting habitat at key sites. This is most practical on state-owned conservation lands (i.e. DFW, DCR). However, educational materials should be made available to guide private landowners on the best management practices for box turtle habitat.

A Species of Greatest Conservation Need in the Massachusetts State Wildlife Action Plan

Please allow the Natural Heritage & Endangered Species Program to continue to conserve the biodiversity of Massachusetts with a contribution for ‘endangered wildlife conservation’ on your state income tax form, as these donations comprise a significant portion of our operating budget.

Alternative wildlife corridor structures should be considered at strategic sites on existing roads. In particular, appropriate wildlife corridor structures should be considered for bridge and culvert upgrades and road-widening projects within box turtle habitat. Efforts should be made to inform local regulatory agencies of key locations where these measures would be most effective for turtle conservation.

Educational materials need to be developed and distributed to the public in reference to the detrimental effects of keeping our native box turtles as pets (an illegal activity that slows reproduction in the population), releasing pet store turtles (which could spread disease), leaving cats and dogs outdoors unattended (particularly during the nesting season), mowing of fields and shrubby areas, feeding suburban wildlife (which increases numbers of natural predators on turtles), and driving ATVs in nesting areas from June to October. People should be encouraged, when safe to do so, to help box turtles cross roads (always in the direction the animal was heading); however, turtles should never be transported to “better” locations. They will naturally want to return to their original location and likely need to traverse roads to do so.

Increased law enforcement is needed to protect our wild populations, particularly during the nesting season when poaching is most frequent and ATV use is common and most damaging.

Forestry Conservation Management Practices should be applied on state and private lands to avoid direct turtle mortality. Motorized vehicle access to timber harvesting sites in box turtle habitat should be restricted to the times when box turtles are inactive during the winter, preferably when the ground is frozen. Motorized vehicles should not be used for soil scarification.

Finally, a statewide monitoring program is needed to track long-term population trends in Eastern Box Turtles.

Active Period

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec

REFERENCES:

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- Wiley, L. 2006. Personal communication. M.S. student at the University of Massachusetts, Amherst.

Updated 2015

A Species of Greatest Conservation Need in the Massachusetts State Wildlife Action Plan

Please allow the Natural Heritage & Endangered Species Program to continue to conserve the biodiversity of Massachusetts with a contribution for ‘endangered wildlife conservation’ on your state income tax form, as these donations comprise a significant portion of our operating budget.

www.mass.gov/nhesp

Appendix C

NHESP Determination and Correspondence



MASSWILDLIFE

DIVISION OF FISHERIES & WILDLIFE

1 Rabbit Hill Road, Westborough, MA 01581
p: (508) 389-6300 | f: (508) 389-7890
MASS.GOV/MASSWILDLIFE

September 29, 2023

Michael Soares
1550 Main St
Springfield, MA 01103

RE: Applicant: Michael Soares
Project Location: Pearl Street, approximately 0.3 miles east of Route 47 (lat:42.2827240; long:
-72.587091)
Project Description: Pearl Street Culvert Replacement
NHESP File No.: **23-8648**

Dear Applicant:

The Natural Heritage & Endangered Species Program of the Massachusetts Division of Fisheries & Wildlife (the "Division") received the MESA Project Review Checklist and supporting documentation for review pursuant to the Massachusetts Endangered Species Act (MESA) (MGL c.131A) and its implementing regulations (321 CMR 10.00).

The MESA is administered by the Division, and prohibits the Take of state-listed species. The Take of state-listed species is defined as "in reference to animals...harm...kill...disrupt the nesting, breeding, feeding or migratory activity...and in reference to plants...collect, pick, kill, transplant, cut or process...Disruption of nesting, breeding, feeding, or migratory activity may result from, but is not limited to, the modification, degradation, or destruction of Habitat" of state-listed species (321 CMR 10.02).

The Division has determined that this Project, as currently proposed, will occur **within** the actual habitat of the following species:

<u>Scientific Name</u>	<u>Common Name</u>	<u>Taxonomic Group</u>	<u>State Status</u>
<i>Glyptemys insculpta</i>	Wood Turtle	Reptile	Special Concern
<i>Data Sensitive</i>	Data Sensitive	Data Sensitive Vertebrate	Endangered
<i>Terrapene carolina</i>	Eastern Box Turtle	Reptile	Special Concern

"Data Sensitive Species" are highly susceptible to collection and are therefore of high concern to Natural Heritage. Information about these species (including presence/absence) cannot be released to anyone (especially including

release to third parties or published) unless such release is agreed to in writing by the Natural Heritage Program (See Massachusetts Public Records law: M.G.L. chapter 66 section 17D).

These species and their habitats are protected in accordance with the MESA.

Based on the information provided and the information contained in our database, the Division finds that a portion of this project, as currently proposed, **must be conditioned to avoid a prohibited Take of state-listed species (321 CMR 10.18(2)(a)). To avoid a prohibited Take of state-listed species, the conditions attached to this letter must be met.**

Provided the attached conditions are fully implemented and there are no changes to the project plans, this project will not result in a Take of state-listed species. We note that all work is subject to the anti-segmentation provisions (321 CMR 10.16) of the MESA. This determination is a final decision of the Division of Fisheries and Wildlife pursuant to 321 CMR 10.18. Any changes to the proposed project or any additional work beyond that shown on the site plans may require an additional filing with the Division pursuant to the MESA. This project may be subject to further review if no physical work is commenced within five years from the date of issuance of this determination, or if there is a change to the project.

Please note that this determination addresses only the matter of state-listed species and their habitats. If you have any questions regarding this letter please contact Melany Cheeseman, Endangered Species Review Assistant, at Melany.Cheeseman@mass.gov, (508) 389-6357.

Sincerely,



Everose Schlüter, Ph.D.
Assistant Director

cc: Rebekah Cornell, Town of South Hadley
John & Mary Kate Cavanaugh
Russell Adams
South Hadley Conservation Commission

Attachment: List of Conditions

List of Conditions

Applicant: Michael Soares
Project Location: Pearl Street, approximately 0.3 miles east of Route 47 (lat:42.2827240; long: -72.587091)
Project Description: Pearl Street Culvert Replacement
NHESP File No.: 23-8648
Heritage Hub Form ID: RC-64852
Approved Plan: Pearl Street Culvert Replacement
Plan date: 6/7/23 Revised Date: N/A

To avoid a prohibited Take of state-listed species, the following condition(s) must be met:

- Turtle Protection Plan:** Prior to the start of work (including vegetation clearing or soil disturbance), the Applicant shall submit a Turtle Protection Plan to the Division for review and written approval. Said Plan shall detail procedures for protecting state-listed turtles during construction, and be prepared and implemented by a qualified, Division-approved wildlife biologist. The Division is available for consultation on Plan development and can provide contact information for qualified biologists. The Division-approved Plan shall be implemented as written; any proposed changes to the Plan must be submitted to the Division for review and written approval prior to implementation of said changes. Please note that protective measures for state-listed turtles are required for any construction activities unless otherwise approved by the Division. By December 31st of any year in which work occurs, the qualified biologist shall submit: a) a summary report to the Division detailing project status and compliance with the Plan; and b) any observations of state-listed turtles at <https://www.mass.gov/how-to/report-rare-species-vernal-pool-observations>.

From: Paulson, David (FWE) <david.paulson@state.ma.us>
Sent: Wednesday, February 23, 2022 1:30 PM
To: Julianne Busa <JBusa@fando.com>
Subject: [External] RE: Elmer Brook- South Hadley

Julianne,

The focus rare species here is Wood Turtle. Aquatic and Terrestrial Connectivity is important at this location. Natural streambank and channel design should be incorporated into the project. A wood turtle protection plan will likely be needed during construction.

All the best,

Dave

From: Julianne Busa <JBusa@fando.com>
Sent: Wednesday, February 23, 2022 1:19 PM
To: Paulson, David (FWE) <david.paulson@mass.gov>
Subject: Elmer Brook- South Hadley

CAUTION: This email originated from a sender outside of the Commonwealth of Massachusetts mail system. Do not click on links or open attachments unless you recognize the sender and know the content is safe.

Hi Dave,

I'm also working with the Town of South Hadley to put together a DER culvert grant application for the crossing at Pearl Street and Elmer Brook (Elmer Brook runs east-west along the base of the Holyoke Range). That entire area is mapped as priority habitat—would you be able to provide any insight as to what the species of concern are in that area and whether aquatic passage or terrestrial passage improvements to the culvert would have a positive impact to the specific species of interest?

-Julie



Julianne Busa, PhD, CSE (she / her)
Project Manager

Fuss & O'Neill, Inc. | 1550 Main Street, Suite 400 | Springfield, MA 01103
413.452.0445 x6119 | jbusa@fando.com | cell: 614.783.2613
www.fando.com | [twitter](#) | [facebook](#) | [linkedin](#)

Appendix D

Scientific Collection Permit Application

State your qualifications and attach site specific methodology and survey protocols:

**Filing Fee*

* Fee: \$100/permit. Payable via check to **Comm. of MA - NHESP**

**Required Signature*

I hereby certify under the pains and penalties of perjury that the information contained is true and complete to the best of my knowledge.

Rebekah Cornell

6/20/2024

Signature of Applicant

Date

Please mail this completed form, with the required document and fee to:

NHESP Regulatory Review | MassWildlife Field Headquarters | 1 Rabbit Hill Road | Westborough, MA 01581

J2950-22-01
February 28, 2023

**Preliminary Geotechnical Engineering Recommendations
Pearl Street Culvert Replacement
South Hadley, Massachusetts, 01075**

PREPARED FOR:

Fuss & O'Neill, Inc.
1550 Main Street, Suite 400
Springfield, Massachusetts, 01103

Attention: Ms. Lara Sup, PE

PREPARED BY:

O'Reilly, Talbot & Okun Associates, Inc.
293 Bridge Street, Suite 500
Springfield, MA 01103



J2950-22-01
February 28, 2023

Ms. Lara Sup, P.E.
Fuss & O'Neill, Inc.
1550 Main Street, Suite 400
Springfield, Massachusetts, 01103

Re: Preliminary Geotechnical Engineering Recommendations
Pearl Street Culvert Replacement Project
South Hadley, Massachusetts

Dear Ms. Sup:

O'Reilly, Talbot & Okun Associates, Inc. (OTO) is pleased to provide these geotechnical findings and recommendations for the culvert replacement project referenced above. The subject culvert spans Elmer Brook and is located on Pearl Street, approximately 1,550 feet east of the intersection with Hadley Street (Route 47) in South Hadley, Massachusetts. A Site Locus and Boring Location Plan are attached.

Our geotechnical recommendations are based upon published information and subsurface conditions observed in seven borings (two deep borings). Our services consisted of a review of published geologic information, the full-time observation of the borings, review of the logs and soil samples, laboratory analysis, engineering analyses, and preparation of this report. This report is subject to the limitations attached in Appendix A.

The recommendations in this report should be reviewed during final design and updated as appropriate.

If you have any questions, please do not hesitate to contact the undersigned.

Sincerely yours,
O'Reilly, Talbot & Okun Associates, Inc.


Dustin A. Humphrey, P.E.
Project Engineer

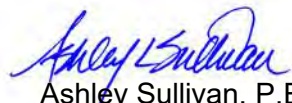

Ashley Sullivan, P.E.
Principal

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1.0 EXECUTIVE SUMMARY

This report provides our geotechnical findings and recommendations for the design of foundations for the proposed Pearl Street replacement culvert over Elmer Brook in South Hadley, Massachusetts.

Summary of Existing and Proposed Replacement Structure

Existing Structure			
<i>Type</i>	<i>Size, Type</i>	<i>Inlet Invert (elevation)</i>	<i>Outlet Invert (elevation)</i>
Corrugated steel	6 foot diameter	118.55	118.03
Proposed Replacement Structure			
Metal Pipe Arch	16 foot span x 6 foot height	118.27	118.00

We understand that the existing pipe culvert will be completely removed, and a new culvert will be constructed in its place. The type of structure has not been chosen, but it will likely consist of a corrugated metal pipe arch culvert with a clear span of 16 feet. A three-sided concrete box culvert may be proposed as an alternative. Based upon the proposed type of structure, existing data and estimated scour depth of 5.5 feet (corresponding to an elevation near 112.5 feet), we anticipate that the new culvert will be founded on shallow foundations bearing in the varved silt and sand layer near an elevation 110 to 112 feet. At this time, it appears that the scour depth will govern the bearing depth of foundations. To provide a firm bearing surface of the new culvert, we recommend that footings bear on a minimum one-foot layer of imported Crushed Stone over the varved silt and clay present at footing levels.

An organic layer, consisting primarily of a silty sand mixed with organics and wood fragments, was encountered in the two deep borings. The bottom of this organic layer was observed between an elevation of 114 and 117 feet (approximate). These elevations are above anticipated culvert bottom of footing elevation; and therefore, this layer will be removed as part of footing construction. If this material extends below anticipated culvert and wingwall foundations (which may be higher), it should be removed in its entirety. Resulting excavations may be backfilled with Crushed Stone to proposed footing grade.

A sheet pile cofferdam will likely be necessary for temporary earth support and to prevent groundwater flow into the construction work area. Basal heave of the open excavation is a significant safety concern during construction. The contractor should evaluate the potential for basal heave when designing earth support and dewatering systems and include provisions to prevent this condition from occurring.

1.1 Subsurface Conditions

Seven soil borings were performed in the roadway or off the shoulder of the road. Four of the soil borings encountered shallow refusal in the upper gravelly sand layer and one encountered a geotextile fabric at a depth of 6 feet. These drilling locations were offset. Two deep borings (PS-2C and PS-3C) were completed approximately 25 to 40 feet from

the existing culvert. The deep borings were terminated at depth of 43.3 to 50.5 feet (approximate elevation 84.2 to 77 feet) after obtaining rock core samples. Boring locations are shown on the attached Boring Location Plan. Boring logs are attached.

Subsurface conditions at the Site generally consist of a surface layer of gravely sand underlain by (in order of increasing depth): organics, varved clay, and bedrock. Little to no glacial till was observed above the bedrock, which was encountered at a depth of 33 to 40 feet, corresponding to approximate elevations 94.5 and 87.5 feet. The upper one to three feet of the bedrock was fractured. Bedrock cores were collected below the fractured zone. A summary of conditions encountered in the soil borings is provided as Table 1. A summary of bedrock conditions, based on the cores collected, is presented in Table 2.

**Table 1
 Summary of Soil Boring Information**

Boring	Ground Surface Elevation ¹ (ft)	Depth (ft) / Elevation (ft) to:		
		Ground Water	Bottom of Organics	Bedrock or Refusal ²
PS-1	127.0	N/A	N/A	N/A
PS-2A	127.5	N/A	N/A	6.0 / 121.5 (R)
PS-2B	127.5	N/A	N/A	4.5 / 123.0 (R)
PS-2C	127.5	8.3 / 119.2	13.0 / 114.5	33.0 / 94.5 (B)
PS-3A	127.5	N/A	N/A	2.0 / 125.5 (R)
PS-3B	127.5	N/A	N/A	3.0 / 124.5 (R)
PS-3C	127.5	8.5 / 119.0	10.5 / 117.0	40.0 / 87.5 (B)

Notes:
 1. Ground surface elevations were estimated by referring to the Boring Location Plan. Data presented in this table are based upon conditions encountered in the soil borings. Data shown in this table should be considered accurate only to the degree implied by the methods used.
 2. "B" indicates the depth/elevation bedrock was encountered. "R" indicates drilling refusal.

**Table 2
 Summary of Bedrock Conditions**

Boring	Core	Depth / Elev. (ft)	Recovery (%)	RQD (%)	RMQ	Description
PS-2C	C-1	34.0-39.0 / 93.5-88.5	53	48	Poor	Slightly fractured basaltic lahar
	C-2	39.0-43.3 / 88.5-84.2	100	65	Fair	Intensely to moderately fractured lahar to basalt
PS-3C	C-1	43.0-48.0 / 84.5-79.5	27	7	Poor	Moderately to intensely fractured basaltic lahar
	C-2	48.0-50.5 / 79.5-77.0	78	13	Poor	Slightly fractured basaltic lahar

Groundwater was encountered at a depth of 8.3 to 8.5 feet below ground surface, corresponding to an approximate elevation of 119 feet, which is near the water elevation in Elmer Brook. We anticipate that groundwater levels will fluctuate with changes in the brook level.

The seismic Site Class was determined according to the AASHTO LRFD Culvert Design Specifications, Article 3.10.3.1. Using the SPT N-value, the Site was determined to be Site

Class D. Based upon conditions encountered in the soil borings and the observed density of saturated Site soils, it is unlikely that liquefaction would occur under the design earthquake.

1.2 Recommended Foundation System

We recommend that the new culvert and associated wingwalls be supported on traditional spread footings bearing on at least one foot of Crushed Stone. The minimum embedment depth of foundations should be 48 inches below surrounding grade for frost, or below the maximum scour depth, whichever is greater. For this project, it appears that the scour depth will govern embedment depth.

The base of the Crushed Stone layer should be below the organic layer observed in borings PS-2C and PS-3C, which extends to approximate elevation 114.5 feet and below the scour depth (elevation 110.5 feet). The Crushed Stone layer will provide a firm bearing surface and protect the subgrade from disturbance during construction. A geosynthetic separation fabric should be installed between the bottom of the Crushed Stone layer and the varved silt and clay. Foundation recommendations are presented in Table 3. Soil conditions and design parameters for use in the preliminary design of wingwalls are presented in Table 4.

1.3 Construction Considerations

The proposed culvert foundations will be installed below the base of Elmer Brook and below the maximum scour depth. We recommend that the designer consider requiring a sheet pile wall/cofferdam for temporary earth support and to allow for the construction of footings in the dry. The wall/cofferdam should also be designed to protect the work during periods of high water levels in Elmer Brook. Dewatering may also be required to install other culvert elements, such as wingwalls. The sheet piles should be embedded a sufficient depth for lateral support and to limit the infiltration of water from the brook into the construction excavations. The contractor should evaluate the potential for basal heave when designing earth support and dewatering systems and include provisions to prevent this condition from occurring.

Table 3
Properties and Design Parameters for Shallow Foundations
Bearing on 1-foot Crushed Stone over Varved Clay

Property/Design Parameter	Recommended Value
Angle of Internal Friction	22 Degrees
Soil Unit Weight	110 pcf
Interface Friction Angle ¹	18 degrees (Cast in Place) 14 degrees (Precast)
Friction Factor ¹	0.33 (Cast in Place) 0.31 (Precast)
Strength Limit State – Nominal Bearing Resistance ⁴	3.3 ksf
Strength Limit State – Factored Bearing Resistance ⁴	1.5 ksf
Service Limit State – Bearing Resistance for Settlement of 1 inch ⁴	1.0 ksf
Bearing Resistance Factor ² , ϕ_b	0.45
Sliding Resistance Factor ^{2,3} , ϕ_τ	0.85
Passive Earth Pressure Component of Sliding Resistance ^{2,3} , ϕ_{ep}	0.50
Notes:	
1. Interface friction and friction factor for Crushed Stone in contact with concrete from AASHTO Table 3.11.5.3-1.2. 2. Bearing and sliding resistance factors from AASHTO Table 10.5.5.2.2-1. 3. Sliding resistance factors for footings placed on Crushed Stone leveling pad. 4. Bearing resistance values for foundations immediately underlain by a minimum 12-inch layer of Crushed Stone. Bearing pressures should be evaluated on the basis of the "effective footing width" in accordance with Article 10.6.1.3 of the AASHTO LRFD. 5. Minimum embedment depth will be the greater either frost depth (48 inches below finished grade) or scour depth. For this project, it appears scour depth will govern footing embedment.	

Table 4
Soil Properties and Design Parameters for Headwalls, Wingwalls^{1,2}

Soil Property/ Design Parameter	M1.03.0 Type B Gravel Borrow	Native Soils and Fill
Angle of Internal Friction	36 degrees	22 degrees
Soil Unit Weight	125 pcf	110 pcf
Equivalent Fluid Pressure (Active) ³	35 pcf	35 pcf
Interface Friction Angle ⁴	22 degrees	15 degrees
Earth Pressure Coefficients		
Active, K_a	0.26	N/A ⁵
At-Rest, K_0	0.41	N/A
Passive, K_p ⁶	3.00	N/A
Dynamic, K_{ae}	0.34	N/A
Notes:		
1. Values presented in this table assume drained soil conditions. 2. Appropriate Resistance Factors from AASHTO LRFD Bridge Manual Table 11.5.7.1 should be applied. 3. Equivalent fluid pressure assumes that retaining walls will be unbraced and free to deflect (cantilevered). 4. Interface friction assumes soil in contact with formed/precast concrete. 5. N/A indicates that the material is Not Applicable for use below footings or behind retaining walls and should be removed. 6. We recommend passive resistance be neglected for soils subject to frost and/or scour.		

2.0 INTRODUCTION

2.1 Scope of Report

This report provides preliminary geotechnical engineering recommendations for foundation design of the proposed replacement culvert to carry Elmer Brook beneath Pearl Street in South Hadley, Massachusetts. The location of the Site is shown on Figure 1. This report also addresses earthwork considerations associated with the proposed construction.

2.2 Subject Background, Proposed Construction, and History

2.2.1 Existing Conditions

The existing corrugated metal pipe culvert carries Elmer Brook, which flows from north to south within the Site area, beneath Pearl Street. The existing culvert and brook alignment are shown on the attached Boring Location Plan. The existing culvert has a diameter of 6 feet and length of approximately 47 feet. The inlet and outfall invert elevations of the existing culvert are shown on a 2022 survey by Guntlow and Associates to be at 118.55 and 118.03 feet, respectively.

The roadway surface in the subject area is approximately 8.5 feet above the brook (or near elevation 127.5 feet). The soils in the streambed consist of medium sand.

Buried water lines are located in the southern (eastbound) travel lane and off the shoulder of the road. These utilities appear to cross the location of the existing pipe culvert. In addition, overhead electric power and communication lines are located along the northern shoulder of the road.

2.2.2 Proposed Construction

The alternative selected for this project calls for the removal of the existing pipe culvert, and its replacement with an open-bottom culvert. The structure type has not been selected; however, we understand that a corrugated metal pipe arch type culvert with a span of 16 feet is currently being considered. The invert elevations for the replacement culvert will be 118.27 and 118.0 at the inlet and outlet, respectively. We understand that the foundation system and other elements of the replacement culvert will be chosen based, in part, upon the conditions described and recommendations provided in this report. We anticipate that the replacement culvert will be founded upon traditional concrete spread footings bearing below the design scour depth.

2.3 Site Reconnaissance and Overall Description

The Site is located on Pearl Street, approximately 1,550 feet to the east of the intersection with Hadley Street (Route 47) in South Hadley, Massachusetts. The state (MassDOT) and federal classification for Pearl Street is 'other principal arterial' (Code 3). An existing conditions survey plan has been completed for this location, which was used to generate the attached Boring Location Plan. Topography along the roadway near the proposed culvert is generally flat (at approximate elevation 127.5 feet), but the roadway slopes

gently upwards toward the east and west approaches. The roadway embankment slopes downwards towards the north and south, towards Elmer Brook and the associated waterfront areas. The existing culvert at this location consists of a 6-foot diameter corrugated metal pipe, with an inlet invert of 118.55 to the north of Pearl Street and an outfall invert of 118.03 to the south. Therefore, the base of the existing culvert is approximately 9 to 9.5 feet below the roadway surface. The top of the existing culvert is approximately three feet below the pavement surface. The location of the existing culvert is shown on the attached Boring Location Plan.

The streambank of the brook is shown near elevation 119.5 feet to the north of Pearl Street and approximately 118 feet to the south. At the time of the 2022 survey, the brook was relatively shallow at the culvert location, with a maximum depth on the order of two to three feet (we anticipate that the depth of the stream will vary based upon rainfall and snow melt). The subject area is located within National Flood Insurance Program (NFIP) identified 100-year (Zone A) and 500-year (Zone B) flood boundaries¹. The base flood elevation (100-year event) is approximately 121 feet (NGVD 29) and has a regulatory floodway width of approximately 55 feet adjacent to Pearl Street. Therefore, the 100-year flood elevation is approximately six feet below the roadway level and up to ten feet above the likely foundation level for the new crossing. The 500-year flood is shown to have an approximately 215-foot regulatory floodway width immediately adjacent to Pearl Street.

3.0 SUBSURFACE CONDITIONS

3.1 Local Geology

We reviewed the surficial geologic map for the Mount Holyoke Quadrangle² to evaluate likely geologic conditions at the Site. This map indicates Elmer Brook flows through flood plain alluvium underlain by fine grained post-glacial lake deposits at this crossing. The glacial lake deposits include alternating layers of clay and sandy silt, commonly known as varved silt and clay. A Surficial Geologic Map of the Site area is provided as Figure 3. We note that Pearl Street appears to have been constructed on an earth embankment spanning a low-lying area.

3.2 Subsurface Exploration Program and Testing

Subsurface investigations consisted of seven soil borings performed on November 10 and 11, 2022, by Seaboard Drilling of Chicopee, Massachusetts. The borings were performed using a Mobile B-53 truck mounted drill rig and were advanced using drive and wash drilling techniques.

Each boring was performed within the roadway or along the shoulder of Pearl Street (at the top of the roadway embankment), approximately 15 to 50 feet (horizontally) from the existing pipe culvert and 18 to 30 feet from the water edge. The boring locations were

¹ U.S. Department of Housing and Urban Development (1979). "Flood Insurance Rate Map: Town of South Hadley, Massachusetts, Hampshire County", *National Flood Insurance Program*, Community Panel Number 250170 0005 A, Panel 5 of 10.

² Stone, Janet R. & DiGiacomo-Cohen, Mary (2018). "Surficial Materials Map of the Springfield North Quadrangle, Massachusetts" *US Geological Survey*, Scientific Investigations Map 3402, Quadrangle 45 – Springfield North.

selected based upon rig access and proximity to overhead and buried utilities. Four of the borings (PS-2A, PS-2B, PS-3A and PS-3B) encountered drilling refusal on an unknown obstruction approximately 15 to 20 feet from the edge of the existing culvert. Boring PS-1 was terminated when a geosynthetic fabric was encountered at a depth of six feet. We recommend that the nature of these obstructions be investigated further, prior to the start of construction. No obstructions were encountered at boring locations PS-2C and PS-3C (which were located approximately 35 to 45 feet from the edge of the existing culvert). Boring locations are shown on the attached Boring Location Plan. Boring logs are provided in Appendix B.

Soil samples were collected continuously from the ground surface, until native soils were encountered, and at five-foot intervals thereafter. Soil samples were collected using a two-inch diameter split spoon sampler, driven 24 inches with a 140-pound automatic hammer falling 30 inches (American Society for Testing and Materials Test Method D1586 "Standard Test Method for Penetration Test and Split-Barrel Sampling of Soils"). The number of blows required to drive the sampler each six inches was recorded. The standard penetration resistance, or N-value, is the number of blows required to drive the sampler the middle 12 inches. Soil properties, such as strength and density, are related to the N-value. The field N-values are corrected to a standard 60% hammer efficiency, known as N_{60} , to account for differing depth, sampler type, borehole diameter, and hammer efficiencies for each hammer type and drill rig. The N-values presented on the boring logs are field values, which are not adjusted for hammer efficiency. However, the adjusted N_{60} values were used in our engineering calculations and analysis.

An O'Reilly, Talbot & Okun Associates, Inc. (OTO) engineer observed and logged the borings. Samples were classified according to a modified version of the Burmister Soil Classification System. Borings performed in the roadway were finished with a surface layer of cold patch asphalt.

3.2.1 Grain Size Analysis

Two composite soil samples were analyzed for grain size distribution (sieve only) by Allied Testing Laboratories of Springfield, Massachusetts. These tests were performed to evaluate the suitability of on-Site soils for use as engineered fill. Results are discussed below.

3.2.2 Field Strength Testing

Field strength testing was performed on selected samples of the silt and clay using pocket torvane (E-285 Pocket Vane Shear Tester) and pocket penetrometer devices. These field measurements are intended to provide a rough measure of the strength of fine-grained soils. The pocket penetrometer provides a measure of the unconfined compressive strength of soil by failing the clay by "punching". The torvane device provides an estimate of the undrained shear strength of fine-grained soils by failing the silt and/or clay in a rotational shearing mode. Theoretically, the unconfined compressive strength is twice the undrained shear strength. A total of six pocket penetrometer and torvane tests (each) were completed in the field. Pocket torvane and pocket penetrometer results are presented on the attached boring logs and are discussed below.

3.2.3 In-Situ Moisture Content

Selected samples collected from the varved silt and clay layer were analyzed for moisture content determination. Published correlations between moisture content and engineering properties of the varved silt and clay were used to determine the design parameters recommended in this report.

3.2.4 Rock Cores

Bedrock cores were collected from borings PS-2C and PS-3C. The rock cores were obtained using a two-inch diameter, double core barrel with diamond bit. No down pressure was applied during the core runs. Rock drilling times (minutes per foot) were recorded. In addition, the Rock Quality Designation (RQD) and Rock Mass Quality (RMQ) were determined based upon the samples collected from each rock core. An OTO geologist classified each core. Rock core information is presented on the boring logs, provided in Appendix B. Photographs of the rock cores are provided in Appendix C.

3.3 Verification of Sample Descriptions on Boring Logs

I, Dustin A. Humphrey, a Massachusetts registered professional engineer, attest that I visually and manually examined all soil and rock samples as part of the preparation of this geotechnical report. Samples collected from the subsurface investigations were reviewed at the O'Reilly, Talbot, & Okun Associates, Inc. office, located in Springfield, Massachusetts on December 6, 2022. The soil and rock descriptions presented on the boring logs are consistent with the soil samples and rock cores collected during the Site explorations.

3.4 Subsurface Profile

Subsurface conditions were interpreted based upon information collected in the soil borings and upon our review of published geologic maps. In general, subsurface conditions at the boring locations consisted of the following, in order of increasing depth: a surface layer of asphalt or topsoil; organics and non-engineered fill; native fine-grained soils; and bedrock. We note that the borings were performed at the top of bank, approximately 20 feet (horizontally) from the bank of Elmer Brook. The ground surface elevation at each boring location is approximately 11 to 12 feet above the level of the brook channel bottom.

Soil conditions are generally favorable for the proposed construction, and it appears that the foundation for the new culvert will bear in the upper, medium stiff varved clayey silt layer present below elevation 114 feet. Since the new culvert foundations will be near or below the brook level, the control of water will be a significant construction consideration.

We note that the descriptions of Cross Section A-A', which is provided as Figure 4, is based upon subsurface conditions that have been inferred from the soil borings. We note that actual conditions may vary and include localized variations. A summary of the conditions encountered in each of the soil borings is provided in Table 1.

3.4.1 Soil Conditions

Asphalt and Topsoil: Three inches of topsoil was present at the ground surface in boring PS-1. The topsoil generally consisted of medium sand with trace silt and organics (roots). The remaining borings were performed in the existing roadway. The pavement generally consisted of 6.5 inches of asphalt, underlain by two inches of granular base consisting of medium sand and gravel.

Non-Engineered Fill: Non-engineered fill was encountered in each of the borings. The fill soils generally consist of a loose to very loose gravelly sand or medium sand. These soils were likely placed to achieve final grades for the existing roadway. Therefore, the deepest fill likely coincides with the location of the existing pipe culvert. We note that four of the borings encountered drilling refusal at a depth of two to six feet below the roadway surface and one of the borings encountered a geosynthetic fabric at a depth of six feet. It is unknown if the refusals or fabric are related to the existing culvert, embankment fill material, a previous structure at this location, or an unknown buried utility. We recommend that this be investigated further.

Organics and Silty Sand: An organic soil layer consisting of a silty sand with organics and wood fragments was observed between a depth of 10 and 13 feet. The organic layer was observed in boring PS-3C, near the center of a silty sand layer that extended from approximately 6 to 13.5 feet below ground surface (elevation 121.5 to 114 feet). The organic material is an unsuitable bearing material and should be completely removed from beneath footings for the culvert and wingwalls. We note that the depth of the organic layer may vary based upon proximity to the current alignment of and historic meanders of Elmer Brook.

Varved Clay: Fine grained soils were encountered beneath the surficial fill at a depth of 13 to 13.5 feet, corresponding to elevations 114 to 114.5 feet. This soil generally consisted of very soft to medium stiff varved clayey silt and fine sand. The proposed culvert will likely bear near the top of this layer. The upper five feet of this layer was medium stiff, below which the varved silt and clay became soft. The bottom of varved silt and clay was present at a depth of between 33 and 40 feet.

Fractured Bedrock: Bedrock was encountered at a depth of 33 to 40 feet below ground surface, corresponding to approximate elevations 87.5 to 94.5 feet. Little or no glacial till was observed over the bedrock surface. The upper one foot of rock at boring location PS-2C and the upper three feet of rock at boring location PS-3C were fractured and were penetrated with little to moderate difficulty using the drill bit. Bedrock cores, described below, were collected from the underlying competent bedrock after bit refusal was encountered.

3.4.2 Results of Field Testing and Laboratory Analysis

Two composite samples were analyzed for grain size distribution (sieve only). The samples consisted of soil from the upper 0.5 to 3 feet in borings PS-2A and PS-3B. Both samples are classified (based on lab results) as fine to medium sand with some fine gravel, little coarse sand, and trace amounts of fines (silt and clay). The laboratory results indicate that the on-Site soils do not meet criteria for reuse as engineered fill. We note that the is

close to meeting requirements for use as Gravel Borrow or Special Borrow. It may be possible to amend the existing on-Site soils by adding coarser material, such as Crushed Stone, to meet the requirements for these engineered fill types.

The unconfined compressive strength of the clay stratum was estimated in the field using a pocket penetrometer and the undrained shear strength was estimated using an E-285 Pocket Vane Shear Tester. These field measurements are intended to provide a rough measure of the engineering properties of the fine-grained soils. Vane Shear measurements of shear strength ranged from approximately 200 to 1,200 pounds per square foot (psf). Pocket penetrometer measurements of unconfined compression strength ranged from approximately 500 to 2,000 psf. Pocket vane shear and penetrometer test results are presented in the boring logs, attached as Appendix B.

Nine samples collected from the varved silt and clay layer were analyzed for in-situ moisture content. The moisture content of the fine-grained stratum ranged from 32 to 56 percent. Individual moisture content values are presented on the attached boring logs.

3.4.1 Bedrock Conditions

Rock cores were obtained from the competent rock encountered at the bottom of borings PS-2C and PS-3C. The locations of the borings are shown on the attached boring location plan. The elevation, run times, recovery, rock quality designation (RQD), and rock mass quality (RMQ) are presented on the boring logs, provided in Appendix B. A summary of rock conditions, based upon the cores collected is provided in Table 2. Rock core photographs are provided in Appendix C.

A total of 20-feet of rock core was attempted. At both locations PS-2C and PS-3C, the upper five-foot core run was completed successfully, but the barrel jammed during the second run. A total of 9.3 and 7.5 feet of rock core was completed at locations PS-2C and PS-3C, respectively.

Core recovery is the ratio of the length of core recovered to the length drilled and ranges from 0 percent for no core recovery to 100 percent for total recovery. Total core recovery ranged from 27 to 100 percent. Drilling times ranged from approximately 2.5 to 11 minutes per foot.

The rock recovered generally consisted of a dark gray basaltic lahar, which has significant voids in the rock mass, that transitioned to diorite and basalt with depth. The rock is consistent with the Granby Basaltic Tuff formation described on bedrock geology maps for the area³, which is igneous rock of the Lower Jurassic epoch. We note that the Site is located near the foot of the Holyoke Range and rock formations are closely banded in this region. Therefore, the rock types present may change quickly over short lateral and vertical distances.

The upper portion (core C-1) of rock recovered from both locations is slightly fractured with slight weathering at the edge of open fractures. Fractures were typically straight and

³ Zen, E. et al. (1983). "Bedrock Geologic Map of Massachusetts" *US Geological Survey*.

dipped approximately 20 to 30 degrees from horizontal. The lower portion (core C-2) was generally intensely to slightly fractured with slight weathering at the edge of open fractures. Fractures in the lower portions dipped approximately 20 to 45 degrees from horizontal.

Rock mass properties can be described using the rock quality designation (RQD)⁴, which is a modification of core recovery: the intact pieces of core longer than four inches are added together, the sum is divided by the total run length (typically 60 inches for a standard core run); and the resultant is multiplied by 100 to obtain percent RQD. Table 2 presents a summary of RQD values, which ranged from 7 to 65%. Both the recovery and RQD of rock increased with depth. The rock mass quality (RMQ) ratings were 'poor' to 'fair'.

3.4.2 Groundwater Conditions

Groundwater was encountered in borings PS-2C and PS-3C at a depth of 8 to 8.5 feet below ground surface, corresponding to approximate elevation 119 feet. This groundwater elevation was near the water level in the brook at the time of our explorations. We note that groundwater will vary with changing water levels in Elmer Brook.

3.5 Seismic Design Category Evaluation

Earthquake loadings must be considered under requirements of the 2021 MassDOT *Bridge Manual* (MassDOT) and the most recent version of AASHTO *LRFD Bridge Design Specifications* (AASHTO).

Section 3.4 of MassDOT covers seismic analysis and design. Lateral forces generated during a seismic event are dependent on the type and properties of soils present beneath the Site as well as geographic location. The *USGS Seismic Design Maps* web service was used to determine seismic parameters for the Site. The peak ground acceleration (PGA), as well as the maximum considered earthquake spectral response accelerations for short periods (S_s) and for one-second (S_1) were determined to be 0.058, 0.13, and 0.039, respectively, for South Hadley, Massachusetts. These values are for a non-critical/non-essential bridge and based upon a seven percent probability of exceedance in 75 years for a 1,000-year event.

Soil properties are represented through Site Classification. Procedures for the Site-specific determination of Site Classification are provided in Article 3.10.3.1 of AASHTO. At this Site, we evaluated Site Classification using Standard Penetration Resistance (SPT N-value). Using the SPT N-value, the Site was determined to be Site Class D. Furthermore, the Site coefficients F_{pga} , F_a , and F_v are determined using the PGA, S_s , and S_1 values and the Site Class. For Site Class D, F_{pga} , F_a , and F_v were determined to be 1.6, 1.6, and 2.4, respectively.

⁴ Deere, D.U. (1968). "Technical Descriptions of Rock Cores for Engineering Purposes", *Rock Mechanics and Engineering Geology* Vol. 1/1, pp. 16-22.

3.6 Liquefaction Potential

The potential for liquefaction of the saturated Site soils was evaluated. Based upon the fine-grained nature of the varved silt and clay soils, it is unlikely that liquefaction would occur under the design earthquake.

Seismic design and analysis of the proposed culvert should be performed in accordance with the specifications provided in the 2021 MassDOT *Bridge Manual* and the most recent AASHTO *LRFD Bridge Design Specifications*.

4.0 RECOMMENDED FOUNDATION SYSTEM

The following recommendations are provided for preliminary design of culvert and wingwall foundations. Foundations will be designed to resist lateral and vertical loads. Vertical loads consist of downward pressures due to the dead weight of the culvert, the weight of soils on the culvert roof, and live traffic loads, as well as uplift pressures due to overturning loads (such as buoyant and seismic forces). All foundations should be designed according to requirements provided in the 2021 MassDOT *Bridge Manual* (MassDOT) and the most recent AASHTO *LRFD Bridge Design Specifications* (AASHTO). We anticipate that the most appropriate foundation system will be spread footings bearing on a one-foot-thick (minimum) layer of Crushed Stone, over the medium stiff varved clay.

4.1 Existing Foundation

Construction drawings were not available at the time of this report. However, we anticipate that the existing pipe culvert was bedded on an imported crushed stone layer over the natural medium stiff varved silt and clay layer present below elevation 114 feet. Therefore, we do not anticipate the presence of any associated substructures, such as abutments or foundations. We note that obstructions were encountered in four borings and a geosynthetic fabric was encountered in another. These should be evaluated during final design.

4.2 Embankment Considerations

We anticipate that the proposed culvert will penetrate the existing embankment along Pearl Street. Therefore, the fills anticipated as part of this project will include:

- Placement of Crushed Stone beneath footings
- Backfill around and over the new culvert
- Replacement of soils disturbed during construction
- Backfill against wingwalls
- Placement of Processed Gravel for Subbase (M1.03.1) beneath final pavements after the culvert is constructed

Since the installation of the new culvert will involve the removal of soil, which will reduce the stress on the underlying varved silt and clay, post-construction settlement should be small. Therefore, geotechnical concerns associated with the settlement or global stability

of embankment soils are not significant. Earthwork recommendations provided in Section 5.0 should be followed.

4.3 Deep Foundations

At this time, we do not anticipate that deep foundations will be used to support the proposed replacement culvert.

4.1 Spread Footing Foundations for Culverts and Wingwalls

The proposed culvert and associated wingwalls may be founded upon shallow spread footings bearing on a one-foot-thick (minimum) layer of Crushed Stone over native Site soils. Table 3 provides soil properties and design parameters for use in design of spread footings. Spread footings should bear a minimum of four feet below adjacent ground surface for frost protection. Footings should also extend below the design scour depth and below organic soils layers, whichever is greater. Therefore, we anticipate that footings for the new culvert and wingwalls will bear in the varved clay. Additional recommendations for design of footings can be provided after foundation systems for the culvert and associated wingwalls have been selected.

We recommend that a geosynthetic separation fabric be placed beneath and around the Crushed Stone layer beneath footings to prevent the migration of stone into the underlying clay.

4.1.1 Lateral Earth Pressures

Static lateral earth pressures will be imposed against the proposed culvert, wingwalls, and any other earth retaining structures (such as earth support systems used during construction). In addition, dynamic lateral earth pressures under the design earthquake must be considered. These structures should be backfilled with MassDOT Gravel Borrow (M1.03.0 Type B). A drainage system should be provided as required by MassDOT specifications. Soil properties and design parameters for the determination of lateral loading under drained conditions are provided in Table 4.

4.1.2 Scour Protection

We understand that a scour analysis for the 100 year design storm has been performed by others, and the modeled scour depth is on the order of 5.5 feet below the stream bed elevation at the culvert (or elevation 112.5 feet based upon a stream bed elevation of 118.0 feet). We recommend that scour-reduction features be incorporated into final design of the replacement culvert to reduce scour and minimize the modeled scour depth.

5.0 CONSTRUCTION CONSIDERATIONS

5.1 Groundwater Considerations and Recommended Method for Water Control

Groundwater was encountered at a depth of approximately 8.5 feet below ground surface, corresponding to approximate elevation of 119 feet. We note that the groundwater levels will likely be higher in the future, due to fluctuations in the water level of Elmer Brook. We note that the 100-year flood elevation is approximately 121 feet in the Site vicinity.

Based upon the observed groundwater levels and potential water levels in Elmer Brook, it is likely that groundwater will be present in excavations for foundations and the installation of the new culvert. During periods of relatively low water levels, it should be possible to dewater small, short duration excavations extending only a couple feet into the water table using sump pits and submersible pumps or well points. However, for work during high water periods, the contractor will either need to stop work or install a more robust system (such as sheet pile cutoff walls) around excavations to cut off groundwater flow. The contractor should review the results of the design phase hydraulic analysis (and supplement with their own analyses as appropriate) to evaluate potential water, which will need to be considered for construction.

5.2 Engineered Fill Recommendations

Four types of engineered fill are recommended:

- Gravel Borrow (MassDOT designation M1.03.0, Type B) for use immediately behind culvert walls and wingwalls
- Processed Gravel for Subbase (M1.03.1) for use immediately below pavements
- Special Borrow (M1.02.0) for use as miscellaneous fill
- Crushed Stone (M2.01.4) for use immediately below footings, in drainage structures, and in place of Gravel Borrow

Grain size distribution requirements are presented in Table 5. The existing Site soils do not meet requirements for reuse as engineered fill.

5.2.1 Compaction Recommendations

We recommend that final footing subgrade excavations be completed with a smooth-bladed excavator bucket to prevent disturbance to the varved silt and clay subgrade. As discussed above, footings should be underlain by a minimum one-foot-thick layer of Crushed Stone to protect the subgrade from disturbance and provide a firm bearing surface. The Crushed Stone layer should be surrounded by a geosynthetic separation fabric to prevent the migration of the Crushed Stone into the underlying clay.

Compacted fill should be placed in lifts ranging in thickness between 6 and 12 inches depending on the size and type of equipment. Recommended degrees of compaction and compaction means and methods are presented on Sheet 1. Compaction within five feet of

the culvert or wingwalls should be performed using a hand-operated roller or vibratory plate compactor weighing 250 pounds or less.

Table 5
Grain Size Distribution Requirements

Fill Type/Use	Gravel Borrow	Processed Gravel for Subbase	Special Borrow	Crushed Stone
MassDOT Designation	M1.03.0, Type B	M1.03.1	M1.02.0	M2.01.4
Sieve Size	Percent Finer by Weight			
3 inch	100	100	100 (6" max)	---
2 inch	---	---	90 – 100	---
1 ½ inch	---	70 – 100	---	---
1 inch	---	---	---	100
¾ inch	---	50 – 85	---	90 – 100
½ inch	50 – 85	---	---	10 – 50
⅜ inch	---	---	---	0 – 20
No. 4	40 – 75	30 – 60	20 – 65	0 – 5
No. 50	8 – 28	---	---	---
No. 200	0 – 10	0 – 10	0 – 12	---

5.3 Excavations

The need for temporary earth support should be evaluated by the contractor. Sloping and earth support may be needed if the excavation cannot be safely sloped to remove debris fill soils, install utilities, and construct the new culvert and its associated foundations. As discussed above, sheet pile cutoff walls may be needed to limit water infiltration into excavations. The contractor should evaluate the potential for basal heave when designing earth support and dewatering systems and include provisions to prevent this condition from occurring.

5.3.1 Removal of Existing Culvert and Obstructions

The existing culvert will be removed as part of this project. The excavation should be backfilled with Special Borrow compacted to a minimum of 95% of the maximum dry density (as determined by ASTM D1557). If the excavation extends below the groundwater table, it may be appropriate to backfill portions of the excavation below the groundwater table with Crushed Stone. The obstructions encountered in four of the borings may also have to be removed prior to the installation of the new culvert.

Abandoned buried utilities containing asbestos (such as electrical conduit insulation or transite pipe) are commonly found during construction excavations. Furthermore, former structures (pipes, conduits, foundations walls) may contain or be covered with materials containing asbestos. Such materials should be handled in accordance with MassDEP's asbestos regulations (310 CMR 7.15). We recommend that suspect materials be managed appropriately and tested by a Department of Labor Standards (DLS) certified asbestos inspector prior to disturbances.

5.3.2 Sloping and Earth Support

Soil may become unstable when excavations extend deeper than four feet or beneath the groundwater table. The upper non-engineered fill and native silty sand encountered in the upper 20 feet are estimated to be Type C soils for slope stability purposes. The maximum allowable slope for excavations of Class C soils is 1.5H:1V (34°). All excavations should conform to current OSHA requirements. These conditions apply only to excavations above the groundwater table. We note that protective systems for any excavation exceeding 20 feet in depth must be designed by a registered professional engineer. All excavations should conform to current OSHA requirements. The contractor should also follow requirements in 29 CFR 1926.651(H)(3) for excavations that interrupt the natural drainage of surface water.

In areas where sloping is not feasible, a temporary earth support system will be required during construction. The design and engineering of the temporary earth support systems should be the responsibility of the contractor. Prior to construction, we recommend that the contractor evaluate the need for a temporary earth support system to protect the existing roadway and personnel during construction.

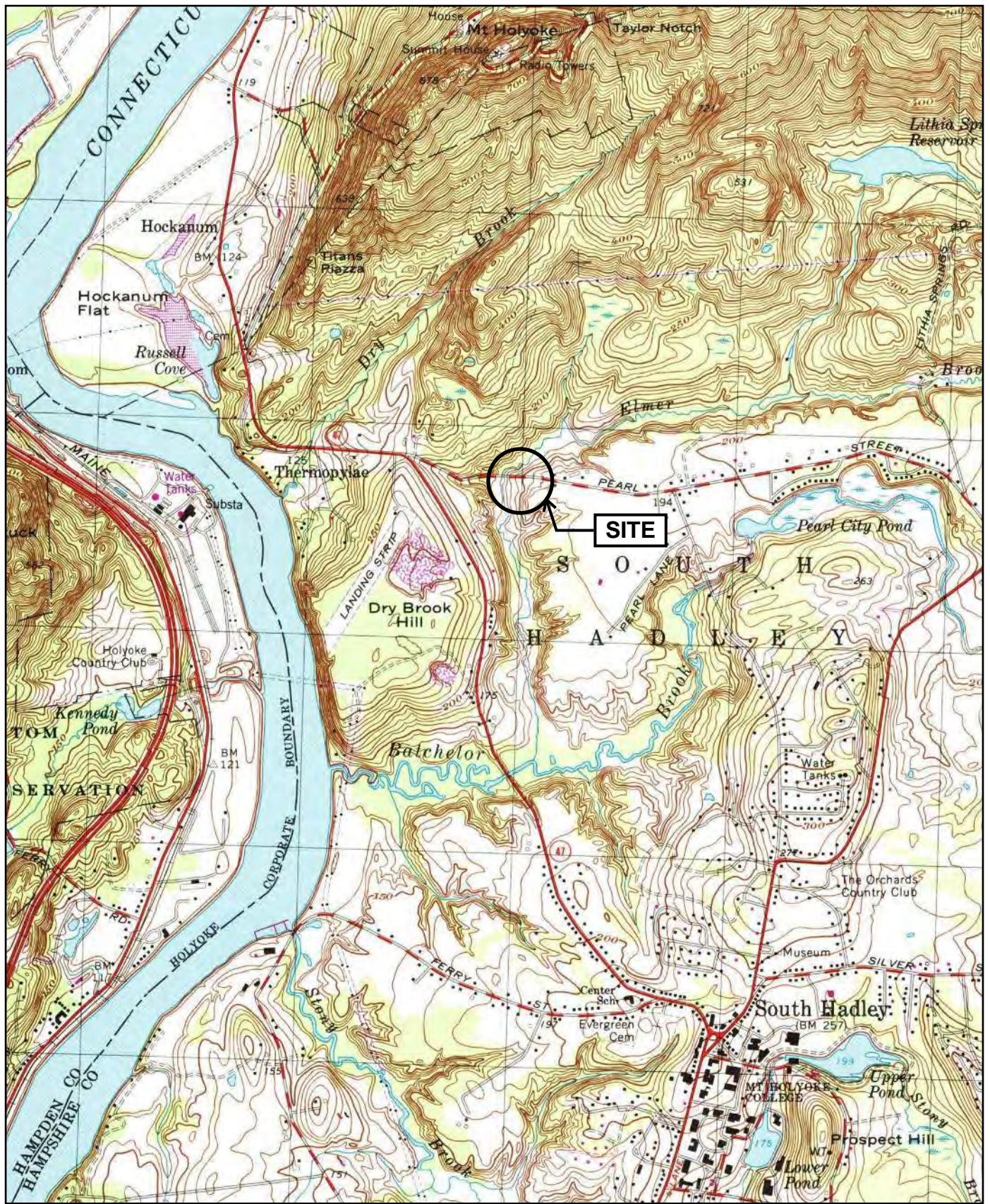
5.4 Obstructions

Large boulders, cobbles, or other obstructions may be encountered in the non-engineered fill. We recommend that provisions be made to remove obstructions, if encountered.

5.5 Protection of Adjacent Structures and Utilities

The nearest residences are located at 344 and 349 Pearl Street and are approximately 700 and 775 feet from the existing culvert, respectively. We anticipate vibrations associated with construction will be negligible at these residences. Nearby utilities include water and sewer that cross the existing culvert. Therefore, vibration monitoring is recommended during the installation of sheet piles. The contractor should evaluate the need for support and/or geotechnical monitoring of adjacent utilities.

FIGURES



1:25,000 SCALE NATIONAL GEODETIC VERTICAL DATUM 1929 10 FOOT CONTOUR INTERVAL

C:\Users\2950\Favorites\O'Neill\22-01 Pearl Street, Elmer Brook, South Hadley, MA - Geotech\Figures

O'Reilly, Talbot & Okun
ENGINEERING ASSOCIATES
293 Bridge Street, Suite 500 Springfield, MA 01103 413.788.6222
www.OTO-ENV.com

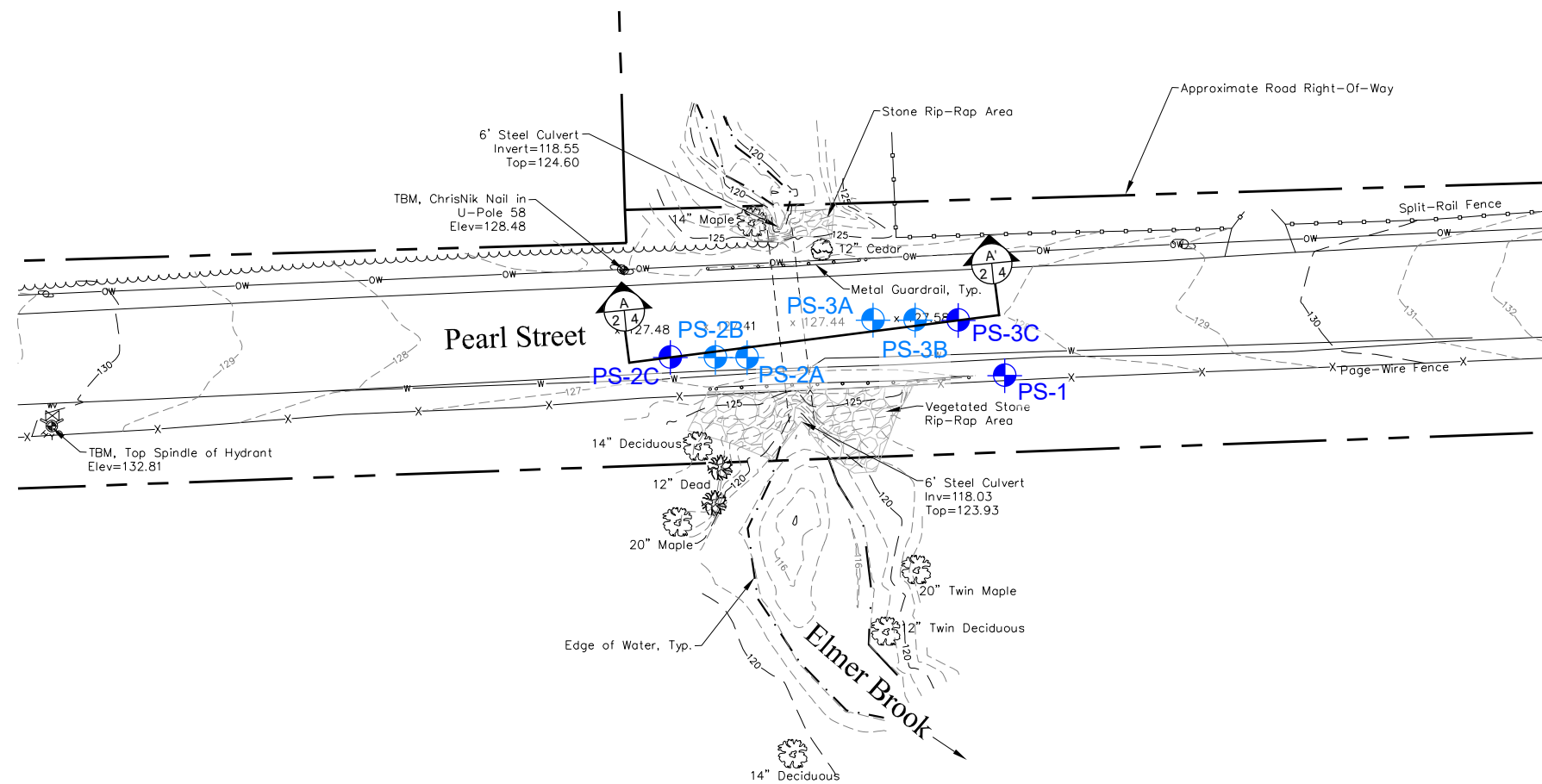
**PEARL STREET
CULVERT REPLACEMENT**
SOUTH HADLEY, MASSACHUSETTS

SITE LOCUS

Topographic Map Quadrant:
MOUNT HOLYOKE, MA
Map Version: 1964
Current As Of: 1979
Date: DECEMBER 2022

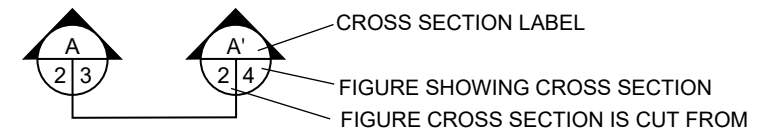
PROJECT No.
J2950-22-01
FIGURE No.
1

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LEGEND

- DEEP SOIL BORING LOCATIONS PERFORMED BY SEABOARD DRILLING FROM 11/10/2022 TO 11/11/2022, OBSERVED BY OTO
- SHALLOW SOIL BORING LOCATIONS PERFORMED BY SEABOARD DRILLING FROM 11/10/2022 TO 11/11/2022, OBSERVED BY OTO



NOTES

1. NORTHING AND EASTING IN US FEET, IN REFERENCE TO STATE PLANE ZONE MA M-2001
2. BASE MAP PROVIDED TO OTO IN ELECTRONIC FORMAT. ORIGINAL DRAWING TITLED "EXISTING CONDITIONS" (SHEET C1) BY GUNTLOW & ASSOCIATES, DATED 9/22/2022
3. SAMPLE LOCATIONS ARE SHOWN ACCORDING TO TAPED MEASUREMENTS TAKEN FROM EXISTING SITE FEATURES
4. ALL DATA IS TO BE CONSIDERED ACCURATE ONLY TO THE DEGREE IMPLIED BY THE METHODS USED IN THE DEVELOPMENT OF THIS PLAN

PROJECT FILE NO. 2950-22-01

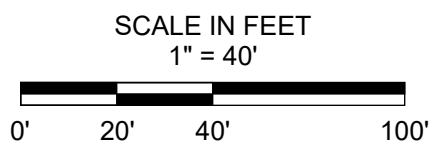


**BORING PLAN OF
PROPOSED BRIDGE IN
SOUTH HADLEY
PEARL STREET OVER
ELMER BROOK**

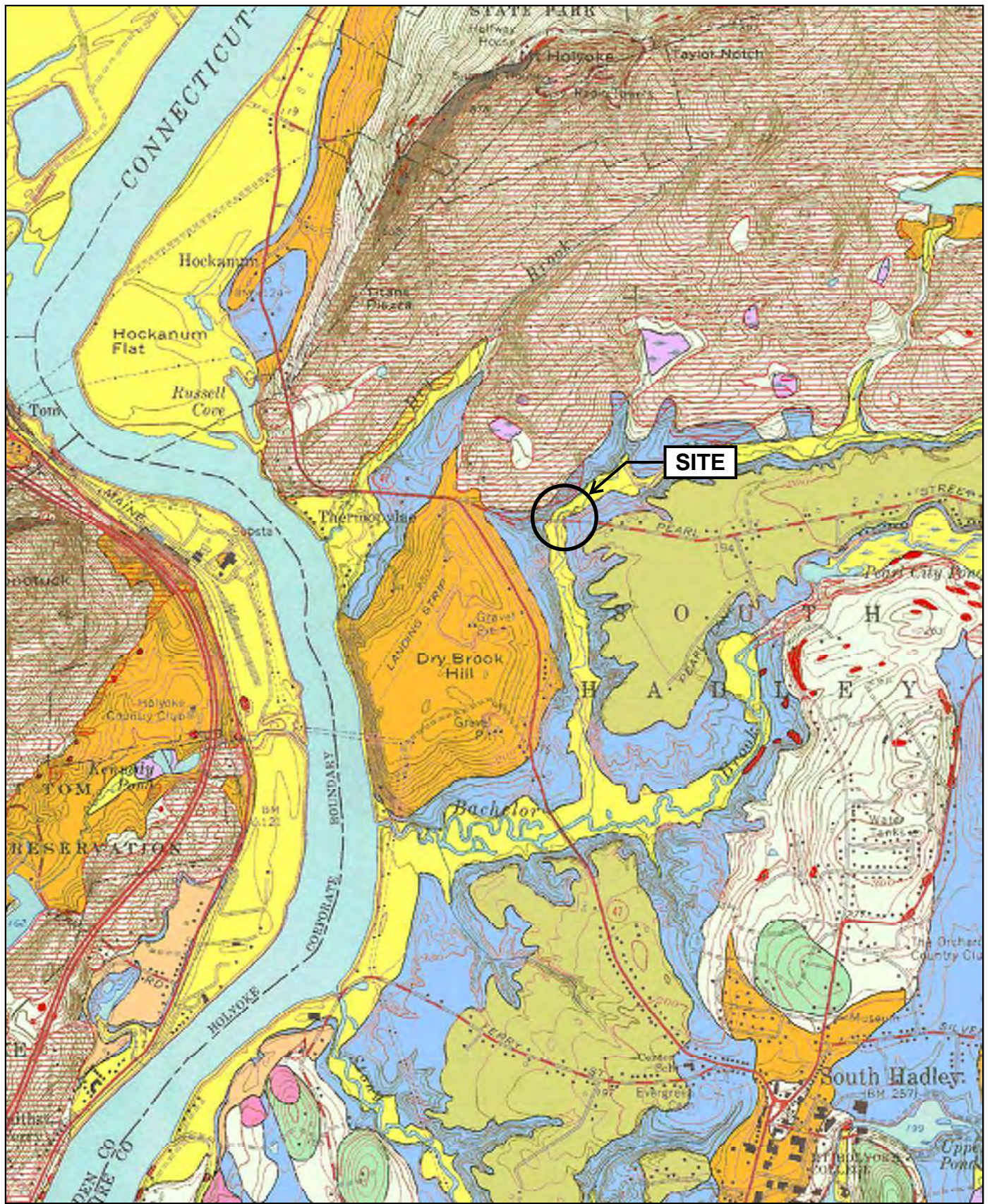
MASSACHUSETTS DEPARTMENT OF TRANSPORTATION
HIGHWAY DIVISION

SCALE: 1" = 40'-0" JANUARY, 2023

BRIDGE NO. NOT YET DESIGNATED



BORING LOCATIONS (FEET)					
BORING	NORTHING	EASTING	STATION	OFFSET	SURFACE ELEV.
PS-1	2,929,907	362,051	-	-	127
PS-2A	2,929,910	361,988	-	-	127.5
PS-2B	2,929,909	361,981	-	-	127.5
PS-2C	2,929,912	361,973	-	-	127.5
PS-3A	2,929,919	362,018	-	-	127.5
PS-3B	2,929,920	362,029	-	-	127.5
PS-3C	2,929,921	362,039	-	-	127.5



1:24,000 SCALE NATIONAL GEODETIC VERTICAL DATUM 1929 10 FOOT CONTOUR INTERVAL

C:\Users\2950\Fees & O'Neill\22-01 Pearl Street, Elmer Brook, South Hadley, MA - Geotech\Figures & Lab Data\2950-22-01 Figure 3 Surficial Geologic Map, 2022.9.21.pdf

O'Reilly, Talbot & Okun
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**PEARL STREET
CULVERT REPLACEMENT
SOUTH HADLEY, MASSACHUSETTS**

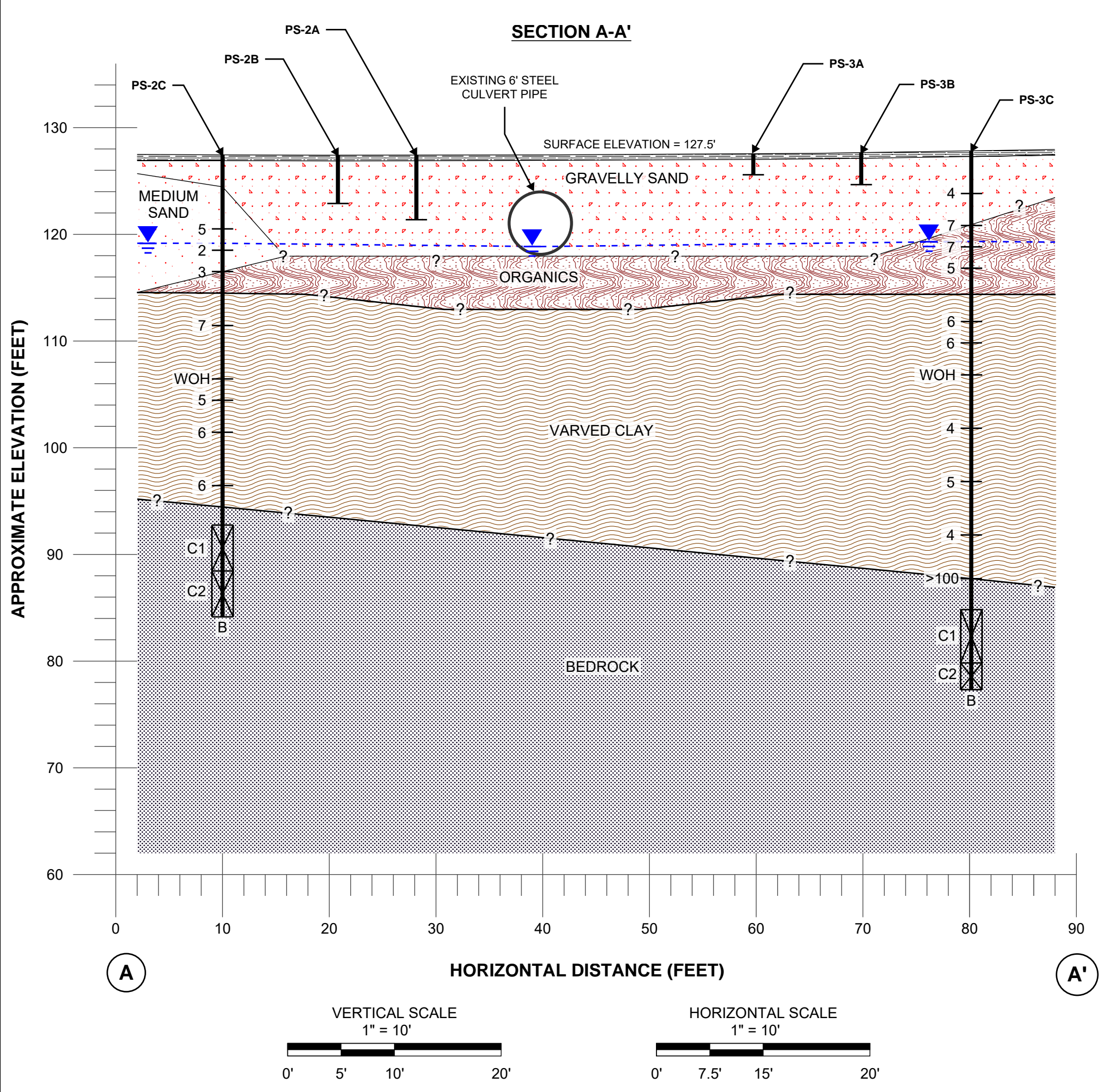
SURFICIAL GEOLOGIC MAP

Source:
"Surficial Materials Map of the Mount Holyoke Quadrangle, Massachusetts" US Geological Survey, Scientific Investigations Map 3402, Quadrangle 44 - Mount Holyoke, 2018

PROJECT No.
J2950-22-01

FIGURE No.
3

O:\J2900\2950 Fuss & O'Neill\22-01 Pearl Street, Elmer Brook, South Hadley, MA - Geotech



LEGEND

	- ASPHALT: APPROXIMATELY 6.5 INCHES ASPHALT AND 2" AND GRANULAR BASE
	- GRAVELLY SAND: MEDIUM DENSE TO VERY DENSE, MEDIUM SAND, SOME GRAVEL, LITTLE TO SOME COARSE SAND, AND LITTLE TO TRACE SILT. LIKELY LARGE COBBLES AND BOULDERS.
	- MEDIUM SAND: VERY LOOSE TO LOOSE, MEDIUM SAND WITH LITTLE COARSE SAND, LITTLE GRAVEL AND TRACE SILT
	- ORGANICS AND SILTY SAND: LOOSE, FINE TO MEDIUM SILTY SAND WITH WOOD FRAGMENTS
	- VARVED CLAY: LOOSE, VARVED FINE SAND AND CLAYEY SILT OR SOFT TO MEDIUM STIFF, VARVED CLAYEY SILT AND FINE SAND
	- BEDROCK: POOR TO FAIR, MODERATELY FRACTURED TO SLIGHTLY FRACTURED, SLIGHTLY WEATHERED

- PS-2C <- BORING LOCATION NUMBER
- ELEV. 127.5' <- GROUND SURFACE ELEVATION (FEET)
- ## <- STANDARD PENETRATION RESISTANCE N-VALUE (FROM BORING LOGS)
- <- INDICATES GROUNDWATER OR SURFACE WATER LEVEL
- ## <- BEDROCK CORE & CORE NUMBER
- B <- BOTTOM OF BORING

- NOTES**
- STRATIFICATION LINES ARE BASED UPON DATA OBTAINED IN WIDELY SPACED BORINGS AND THUS REPRESENT APPROXIMATE BOUNDARIES BETWEEN SOIL TYPES. ACTUAL TRANSITIONS MAY VARY FROM THOSE SHOWN. INTERPRETATIONS OF THE INFORMATION HAVE BEEN MADE IN THE TEXT OF THIS REPORT.
 - WE NOTE THAT THE THICKNESS OF NON-ENGINEERED FILL MAY VARY SIGNIFICANTLY ACROSS THE SITE. LOCALIZED AREAS OF DEEP FILL ARE LIKELY PRESENT ADJACENT TO EXISTING ABUTMENT WALLS.
 - WATER LEVEL READINGS WERE OBTAINED FROM BORE HOLES AT THE TIMES AND UNDER THE CONDITIONS STATED ON THE BORING LOGS. FLUCTUATIONS IN THESE WATER LEVELS MAY OCCUR DUE TO VARIATIONS IN PRECIPITATION, RUNOFF, AND OTHER FACTORS.

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Designed By: CYI
Drawn By: CYI
Checked By: DAH
Date: 12/14/2022
Revised Date:

**PEARL STREET
CULVERT REPLACEMENT**

SOUTH HADLEY, MA

CROSS SECTION A-A'

PROJECT NO.
J2950-22-01

FIGURE NO.
4

**Table 1-1
Degree of Compaction Recommendations**


Location	Minimum Compaction
Below Structures (Foundations and Slabs)	95%
Below Pavements/Sidewalks/Exterior Slabs	95%
Against Basement Walls/Retaining Walls	92%
Utility Trenches	95%
General Landscaped Areas	90%
Notes. 1. Percentage of the maximum dry density as determined by Modified Proctor ASTM D1557, Method C. 2. When location falls into two or more categories, the engineer should be notified to determine appropriate compaction efforts and/or methods. 3. Crushed stone should be compacted in lifts of 12 inches to form a dense matrix using either traditional compaction methods (vibratory plate and/or roller) or tamping with an excavator bucket in deep excavations. It is generally not necessary to perform laboratory or field density testing on crushed stone.	

**Table 1-2
General Guidelines for Compaction Means and Methods**

Compaction Method	Maximum Stone Size (Inches Diameter)	Maximum Lift Thickness (Inches)		Minimum Number of Passes	
		Below Structures & Pavement	Non-Critical Areas	Below Structures & Pavement	Non-Critical Areas
Hand-operated Vibratory Plate and confined spaces	3	6	8	6	4
Hand-operated vibratory drum roller (less than 1000 pounds)	3	6	8	6	4
Hand-operated vibratory drum roller (at least 1,000 pounds)	6	8	10	6	4
Light vibratory drum roller (minimum 3000 pounds)	6	10	14	6	4
Heavy vibratory drum roller (minimum 6000 pounds)	6	12	18	6	4

Note: The contractor should reduce or stop drum vibration if pumping of the subgrade is observed.

O:\2900\2950 Files & O'Neill\22-01 Pearl Street, Elmer Brock, South Hadley, MA - Geotech\Figures & Lab Data\9550-22-01 Sheet 1 - Compaction 2022.10.17.pdf

 <p>O'Reilly, Talbot & Okun ENGINEERING ASSOCIATES 293 Bridge Street, Suite 500 Springfield, MA 01103 413.788.6222 www.OTO-ENV.com</p>	PEARL STREET CULVERT REPLACEMENT SOUTH HADLEY, MASSACHUSETTS	DESIGNED BY: ALS DRAWN BY: DAH CHECKED BY: MJT DATE: 11/15/2022 REV. DATE:	PROJECT No. J2950-22-01 SHEET No. 1
	GENERAL COMPACTION GUIDELINES		

Limitations

LIMITATIONS

1. The observations presented in this report were made under the conditions described herein. The conclusions presented in this report were based solely upon the services described in the report and not on scientific tasks or procedures beyond the scope of the project or the time and budgetary constraints imposed by the client. The work described in this report was carried out in accordance with the Statement of Terms and Conditions attached to our proposal.
2. The analysis and recommendations submitted in this report are based in part upon the data obtained from widely spaced subsurface explorations. The nature and extent of variations between these explorations may not become evident until construction. If variations then appear evident, it may be necessary to reevaluate the recommendations of this report.
3. The generalized soil profile described in the text is intended to convey trends in subsurface conditions. The boundaries between strata are approximate and idealized and have been developed by interpretations of widely spaced explorations and samples; actual soil transitions are probably more erratic. For specific information, refer to the boring logs.
4. In the event that any changes in the nature, design or location of the proposed structures are planned, the conclusions and recommendations contained in this report shall not be considered valid unless the changes are reviewed and conclusions of this report modified or verified in writing by O'Reilly, Talbot & Okun Associates Inc. It is recommended that we be retained to provide a general review of final plans and specifications.
5. Our report was prepared for the exclusive benefit of our client. Reliance upon the report and its conclusions is not made to third parties or future property owners.

BORING LOGS

BORING LOGS

SUMMARY OF THE BURMISTER SOIL CLASSIFICATION SYSTEM (MODIFIED)

RELATIVE DENSITY (of non-plastic soils) OR CONSISTENCY (of plastic soils)

STANDARD PENETRATION TEST (SPT)
Method: Samples were collected in accordance with ASTM D1586, using a 2" diameter split spoon sampler driven 24 inches. If samples were collected using direct push methodology (Geoprobe), SPTs were not performed and relative density/consistency were not reported. N-Value: The number of blows with a 140 lb. hammer required to drive the sampler the middle 12 inches. WOR: Weight Of Rod (depth dependent) WOH: Weight Of Hammer (140 lbs.)

COHESIONLESS SOILS		COHESIVE SOILS	
BLOWS/FOOT (SPT N-Value)	RELATIVE DENSITY	BLOWS/FOOT (SPT N-Value)	CONSISTENCY
0-4	Very loose	<2	Very soft
4-10	Loose	2-4	Soft
10-30	Medium dense	4-8	Medium Stiff
30-50	Dense	8-15	Stiff
>50	Very dense	15-30	Very stiff
*Based upon uncorrected field N-values		>30	Hard

MATERIAL: (major constituent identified in CAPITAL letters)

COHESIONLESS SOILS		
MATERIAL	FRACTION	GRAIN SIZE RANGE
GRAVEL	Coarse	3/4" to 3"
	Fine	1/4" to 3/4"
SAND	Coarse	1/16" to 1/4"
	Medium	1/64" to 1/16"
	Fine	Finest visible & distinguishable particles
SILT/CLAY	see adjacent table	Cannot distinguish individual particles
COBBLES	3" to 6" in diameter	
BOULDERS	> 6" in diameter	

Note: Boulders and cobbles are observed in test pits and/or auger cuttings.

COHESIVE SOILS		
SMALLEST DIAMETER	PLASTICITY	IDENTITY
None	Non-plastic	SILT
1/4" (pencil)	Slight	Clayey SILT
1/8"	Low	SILT & CLAY
1/16"	Medium	CLAY & SILT
1/32"	High	Silty CLAY
1/64"	Very High	CLAY

Wetted sample is rolled in hands to smallest possible diameter before breaking.

ORGANIC SILT: Typically gray to dark gray, often has strong H₂S odor. May contain shells or shell fragments. Light weight.

Fibrous PEAT: Light weight, spongy, mostly visible organic matter, water squeezed readily from sample. Typically near top of layer.

Fine grained PEAT: Light weight, spongy, little visible organic matter, water squeezed from sample. Typically below fibrous peat.

DEBRIS: Detailed contents described in parentheses (wood, glass, ash, crushed brick, metal, etc.)

BEDROCK: Underlying rock beneath loose soil, can be weathered (easily crushed) or competent (difficult to crush).

ADDITIONAL CONSTITUENTS

TERM	% OF TOTAL
and	35-50%
some	20-35%
little	10-20%
trace	1-10%

COMMON TERMS

Glacial till: Very dense/hard, heterogeneous mixture of sand, silt, clay, sub-angular gravel. Deposited at base of glaciers, which covered all of New England.
Varved clay: Fine-grained, post-glacial lake sediments characterized by alternating layers (or varves) of silt, sand and clay.
Fill: Material used to raise ground, can be engineered or non-engineered.

COMMON FIELD MEASUREMENTS

Torvane: Undrained shear strength is estimated using an E285 Pocket Torvane (TV). Values in tons/ft².

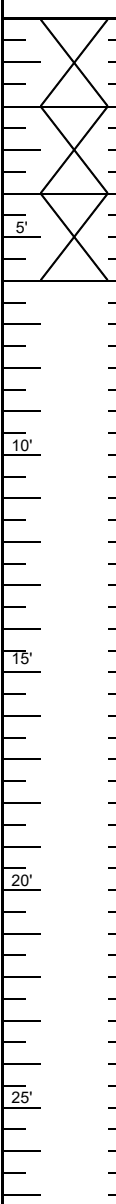
Penetrometer: Unconfined compressive strength is estimated using a Pocket Penetrometer (PP). Values in tons/ft².

RQD: Rock Quality Designation is determined by measuring total length of pieces of core 4" or greater and dividing by the total length of the run, expressed as %. 100-90% excellent; 90-75% good; 75-50% fair; 50-25% poor; 25-0% very poor.

PID: Soil screened for volatile organic compounds (VOCs) using a photoionization detector (PID) referenced to benzene in air. Readings in parts per million by volume.

LOG OF BORING PS-1

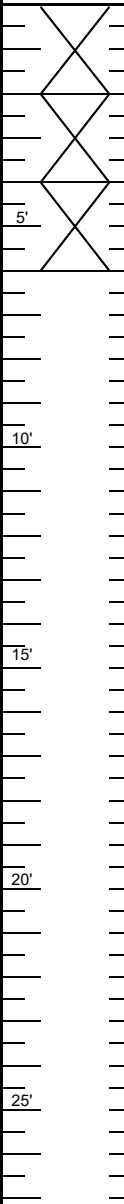
PROJECT	Pearl Street Culvert Replacement			CONTRACTOR	Seaboard Environmental Drilling		
JOB NUMBER	2950-22-01	FINAL DEPTH (ft)	6.0	DRILLING EQUIPMENT	B-53 Truck Mounted Rig		
LOCATION	South Hadley, MA	SURFACE ELEV (ft)	127	FOREMAN	Jeff N.	CASING	
START DATE	11/10/2022	DISTURBED SAMPLES	3	HELPER	Joe N.	CASE DIAMETER	N/A
FINISH DATE	11/10/2022	UNDISTURBED SAMPLES	0	BIT TYPE	Hollow Stem Auger	HAMMER WGT	N/A
ENGINEER/SCIENTIST	Caren Irgang	WATER LEVEL		ROD TYPE	N (2 3/8" O.D.)	HAMMER DROP	N/A
BORING LOCATION	East of culvert, southern shoulder of road	FIRST (ft)	N/A	SAMPLER	2" O.D. Split Spoon	ROCK CORING INFORMATION	
		LAST (ft)	N/E	HAMMER TYPE	Automatic	TYPE	N/A
		TIME (hr)	N/E	HAMMER WGT/DROP	140 lb / 30"	SIZE	N/A

DEPTH (ft)/ SAMPLES	SAMPLES				SAMPLE DESCRIPTION (MODIFIED BURMISTER)	PROFILE		REMARKS/ WELL CONSTRUCTION
	PENETR. RESIST. (bl / 6 in)	REC. (in)	TYPE/ NO.	FIELD TEST DATA		DEPTH (ft)	ELEV.	
	6/6/6/4	14/24	S-1 (0-2')	--	Top 3": Medium dense, dark brown to brown, medium SAND, little fine sand, trace silt, trace organics (roots), damp (TOPSOIL) Next 6": Medium dense, very dark brown, medium SAND, some gravel, little fine sand, little coarse sand, little silt, damp Bottom 5": Medium dense, light brown, medium SAND, little coarse sand, little gravel, trace fine sand, trace silt, damp	TOPSOIL		
	1/4/2/3	7/24	S-2 (2-4')	--	Loose, light brown, medium SAND, little coarse sand, little gravel, trace fine sand, trace silt, damp	GRAVELLY SAND	1.3 ↓ 125.7	
	2/4/1/2	11/24	S-3 (4-6')	--	Top 2": Loose, light brown, medium SAND, little coarse sand, little gravel, trace fine sand, trace silt, damp Bottom 9": Medium stiff, brown, SILT and CLAY, trace medium sand, damp (fabrid at bottom)	MEDIUM SAND	5.5 ↓ 121.5	
					End of exploration at 6'	SILT AND CLAY	6.0 ↓ 121.0	1.

Remarks: 1. Geosynthetic fabric layer encountered at depth of 6 feet. Boring location terminated.	PROJECT NO. 2950-22-01
	LOG OF BORING PS-1

LOG OF BORING PS-2A

PROJECT	Pearl Street Culvert Replacement			CONTRACTOR	Seaboard Environmental Drilling		
JOB NUMBER	2950-22-01	FINAL DEPTH (ft)	6.0	DRILLING EQUIPMENT	B-53 Truck Mounted Rig		
LOCATION	South Hadley, MA	SURFACE ELEV (ft)	127.5	FOREMAN	Jeff N.	CASING	
START DATE	11/10/2022	DISTURBED SAMPLES	3	HELPER	Joe N.	CASE DIAMETER	N/A
FINISH DATE	11/10/2022	UNDISTURBED SAMPLES	0	BIT TYPE	Hollow Stem Auger	HAMMER WGT	N/A
ENGINEER/SCIENTIST	Caren Irgang	WATER LEVEL		ROD TYPE	N (2 3/8" O.D.)	HAMMER DROP	N/A
BORING LOCATION	West of culvert	FIRST (ft)	N/A	SAMPLER	2" O.D. Split Spoon	ROCK CORING INFORMATION	
		LAST (ft)	N/E	HAMMER TYPE	Automatic	TYPE	N/A
		TIME (hr)	N/E	HAMMER WGT/DROP	140 lb / 30"	SIZE	N/A

DEPTH (ft)/ SAMPLES	SAMPLES				SAMPLE DESCRIPTION (MODIFIED BURMISTER)	PROFILE		REMARKS/ WELL CONSTRUCTION	
	PENETR. RESIST. (bl / 6 in)	REC. (in)	TYPE/ NO.	FIELD TEST DATA		DEPTH (ft)	ELEV.		
	15/11/10/6	14/24	S-1 (0-2')	--	6.5" ASPHALT Top 2": Medium dense, black, medium to coarse SAND and GRAVEL, damp (BASE COARSE; fabric at bottom) Bottom 12": Medium dense, light brown, medium SAND, some gravel, little coarse sand, little fine sand, trace silt, damp	ASPHALT/BASE GRAVELLY SAND			
	5/8/9/14	10/24	S-2 (2-4')	--	Top 6": Medium dense, light brown, medium SAND, some gravel, little coarse sand, little fine sand, trace silt, damp Bottom 4": Medium dense, light red brown, medium SAND, some gravel, little coarse sand, trace fine sand, trace silt, damp			1	
	15/8/6/6	7/24	S-3 (4-6')	--	Medium dense, light red brown, medium SAND, some gravel, little coarse sand, trace fine sand, trace silt, damp (0.25" black seam)			2	
					Auger refusal at 6'	6.0	↓	121.5	

Remarks: 1. Auger grinding from 3.5 to 4.5 feet. 2. Offset boring approximately 7 feet west.	PROJECT NO. 2950-22-01
	LOG OF BORING PS-2A

LOG OF BORING PS-2B

PROJECT		Pearl Street Culvert Replacement		CONTRACTOR		Seaboard Environmental Drilling	
JOB NUMBER		2950-22-01		FINAL DEPTH (ft)		4.5	
LOCATION		South Hadley, MA		SURFACE ELEV (ft)		127.5	
START DATE		11/10/2022		DISTURBED SAMPLES		0	
FINISH DATE		11/10/2022		UNDISTURBED SAMPLES		0	
ENGINEER/SCIENTIST		Caren Irgang		WATER LEVEL			
BORING LOCATION		West of culvert		FIRST (ft)		N/A	
				LAST (ft)		N/E	
				TIME (hr)		N/E	
				ROD TYPE		N (2 3/8" O.D.)	
				SAMPLER		2" O.D. Split Spoon	
				HAMMER TYPE		Automatic	
				HAMMER WGT/DROP		140 lb / 30"	
						ROCK CORING INFORMATION	
						TYPE	
						SIZE	

DEPTH (ft)/ SAMPLES	SAMPLES				SAMPLE DESCRIPTION (MODIFIED BURMISTER)	PROFILE		REMARKS/ WELL CONSTRUCTION
	PENETR. RESIST. (bl / 6 in)	REC. (in)	TYPE/ NO.	FIELD TEST DATA		DEPTH (ft)	ELEV.	
					6.5" ASPHALT (fabric at bottom)	ASPHALT		
					From cuttings: Light brown, medium to coarse SAND, some gravel, trace silt, damp	GRAVELLY SAND		
								1
					From cuttings (3-4.5'): Light red brown, medium SAND, some gravel, little fine sand, little coarse sand, trace silt, damp			
5'					Auger refusal at 4.5'		4.5	123.0
								2
10'								
15'								
20'								
25'								

Remarks: 1. Auger grinding from 2.5 to 4.5 feet. 2. Offset boring approximately 11 feet west.	PROJECT NO. 2950-22-01
	LOG OF BORING PS-2B

LOG OF BORING PS-2C

PROJECT	Pearl Street Culvert Replacement			CONTRACTOR	Seaboard Environmental Drilling		
JOB NUMBER	2950-22-01	FINAL DEPTH (ft)	43.3	DRILLING EQUIPMENT	B-53 Truck Mounted Rig		
LOCATION	South Hadley, MA	SURFACE ELEV (ft)	127.5	FOREMAN	Jeff N.	CASING	
START DATE	11/10/2022	DISTURBED SAMPLES	8	HELPER	Joe N.	CASE DIAMETER	4"
FINISH DATE	11/10/2022	UNDISTURBED SAMPLES	0	BIT TYPE	H.S.A. & Roller Bit with Wash	HAMMER WGT	300 lb
ENGINEER/SCIENTIST	Caren Irgang	WATER LEVEL		ROD TYPE	N (2 3/8" O.D.)	HAMMER DROP	30"
BORING LOCATION	West of culvert	FIRST (ft)	8.3	SAMPLER	2" O.D. Split Spoon		
		LAST (ft)	N/E	HAMMER TYPE	Automatic		
		TIME (hr)	N/E	HAMMER WGT/DROP	140 lb / 30"		
						ROCK CORING INFORMATION	
						TYPE	Diamond Bit
						SIZE	2"

DEPTH (ft)/ SAMPLES	SAMPLES				SAMPLE DESCRIPTION (MODIFIED BURMISTER)	PROFILE		REMARKS/ WELL CONSTRUCTION
	PENETR. RESIST. (bl / 6 in)	REC. (in)	TYPE/ NO.	FIELD TEST DATA		DEPTH (ft)	ELEV.	
					6.5" ASPHALT From cuttings: Red brown, medium to coarse SAND and GRAVEL, trace silt	ASPHALT		1
						SAND & GRAVEL		
					From cuttings (3-5'): Red brown, medium SAND, little coarse sand, little fine gravel, little fine sand, trace silt, damp	3.0	124.5	
						MEDIUM SAND		
5'					(NO RECOVERY; likely pushing gravel)			
	3/3/2	0/24	S-1 (6-8')	--				
					Very loose, red brown, medium SAND, little coarse sand, little fine sand, trace silt, trace fine gravel, wet (top 3" damp to moist)	▽	119.2	1
	1/1/1	14/24	S-2 (8-10')	--				
					Very loose, brown, medium SAND, little coarse sand, little fine sand, little silt, trace gravel (bottom 5" light orange to dark orange with rust staining)			2
	2/1/2	9/24	S-3 (10-12')	--				
						12.0	115.5	
						LIKELY ORGANICS		
						13.0	114.5	
						VARVED CLAY		3
15'					Medium stiff, red brown and gray, varved fine SAND and SILT, trace fine sand (4-5" sand, 1" clayey silt)			4
	4/3/4	15/24	S-4 (15-17')	w = 36%				
					Very soft, gray, varved SILT and CLAY, trace fine sand (1/2" clay, 1" silt)			5, 6, 7
	WOH for 12"	24/24	S-5 (20-22')	TV = 0.10 PP = 0.75 w = 45%				8
					Medium stiff, gray, varved clayey SILT, trace fine sand (1/8" clay, 1/2" silt)			
	1/2/3/4	14/24	S-6 (22-24')	TV = 0.50 PP = 0.25 w = 46%				
					Medium stiff, red gray, varved fine SAND and SILT, little silty clay (few 1/2 to 1" silty clay layers)			
	2/3/3/4	20/24	S-7 (25-27')	w = 56%				

Remarks: 1. Auger/bit grinding from 2 to 4.5 feet and at 8 feet. 2. Drive casing and begin drilling with wash after sampling S-2. 3. Silt pieces and wood fragments in wash water at 13'. 4. In-situ moisture content (w) determined according to ASTM D2216. 5. Begin open-hole drilling at 20 feet. 6. WOH = Weight of rods and 140 lb. hammer. 7. Undrained shear strength estimated in field using E285 Pocket Torvane (TV). Values in tons/ft ² . 8. Unconfined compressive strength estimated in field using Pocket Penetrometer (PP). Values in tons/ft ² . 9. Bit grinding at 33'. Dark gray angular sand in wash water. 10. See report for definitions of Rock Quality Designation (RQD) and Rock Mass Quality (RMQ). 11. Core barrel jammed.	PROJECT NO. 2950-22-01
	LOG OF BORING PS-2C

LOG OF BORING PS-2C

DEPTH (ft)/ SAMPLES	SAMPLES				SAMPLE DESCRIPTION (MODIFIED BURMISTER)	PROFILE		REMARKS/ WELL CONSTRUCTION
	PENETR. RESIST. (bl / 6 in)	REC. (in)	TYPE/ NO.	FIELD TEST DATA		DEPTH (ft)	ELEV.	
30'	3/3/3/4	19/24	S-8 (30-32')	TV = 0.10 PP = 0.75 w = 45%	Top 12": Medium stiff, brown gray, SILT, some fine sand (1/8" clay seam near center) Bottom 7": Medium stiff, brown gray, varved clayey SILT, trace fine sand (1/8 to 1/4" clay, 1/2 to 1" silt)	33.0	94.5	9
35'	4.45	32/60	C-1 (34-39')	--	Slightly weathered, slightly fractured, dark purple gray, BASALTIC LAHAR Recovery = 53% RQD = 48% RMQ = Poor Total Run Time = 21.7 minutes			10
40'	5.73	51/51	C-2 (39-43.3')	--	Top 13": Slightly weathered, intensely fractured, dark purple gray, BASALTIC LAHAR Next 18": Slightly weathered, slightly fractured, dark green gray, DIORITE Bottom 20": Slightly weathered, moderately fractured, very dark gray, BASALT Recovery = 100% RQD = 65% RMQ = Fair Total Run Time = 39.2 minutes	43.3	84.2	11
45'	3.23				End of Exploration at 43.3'			
50'	3.22							
55'	5.07							
60'	5.43							
	9.23							
	7.72							
	10.68							
	6.13							

LOG OF BORING PS-3A

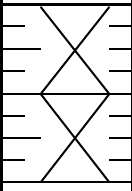
PROJECT	Pearl Street Culvert Replacement			CONTRACTOR	Seaboard Environmental Drilling		
JOB NUMBER	2950-22-01	FINAL DEPTH (ft)	2.0	DRILLING EQUIPMENT	B-53 Truck Mounted Rig		
LOCATION	South Hadley, MA	SURFACE ELEV (ft)	127.5	FOREMAN	Jeff N.	CASING	
START DATE	11/11/2022	DISTURBED SAMPLES	1	HELPER	Joe N.	CASE DIAMETER	N/A
FINISH DATE	11/11/2022	UNDISTURBED SAMPLES	0	BIT TYPE	Hollow Stem Auger	HAMMER WGT	N/A
ENGINEER/SCIENTIST	Caren Irgang	WATER LEVEL		ROD TYPE	N (2 3/8" O.D.)	HAMMER DROP	N/A
BORING LOCATION	East of culvert	FIRST (ft)	N/A	SAMPLER	2" O.D. Split Spoon	ROCK CORING INFORMATION	
		LAST (ft)	N/E	HAMMER TYPE	Automatic	TYPE	N/A
		TIME (hr)	N/E	HAMMER WGT/DROP	140 lb / 30"	SIZE	N/A

DEPTH (ft)/ SAMPLES	SAMPLES				SAMPLE DESCRIPTION (MODIFIED BURMISTER)	PROFILE		REMARKS/ WELL CONSTRUCTION	
	PENETR. RESIST. (bl / 6 in)	REC. (in)	TYPE/ NO.	FIELD TEST DATA		DEPTH (ft)	ELEV.		
X	18/19/39/21	12/24	S-1 (0-2')	--	6.5" ASPHALT Top 2": Very dense, black, fine to medium SAND, some gravel, little silt, little coarse sand, dry (BASE COARSE) Bottom 10": Very dense, red brown, medium SAND, some gravel, some coarse sand, little fine sand, trace silt, damp (2" rock pieces at bottom)	ASPHALT/BASE GRAVELLY SAND	2.0	125.5	1, 2
5'					Auger refusal at 2'				
10'									
15'									
20'									
25'									

Remarks: 1. Auger grinding at 2 feet. 2. Offset approximately 10 feet east.	PROJECT NO. 2950-22-01
	LOG OF BORING PS-3A

LOG OF BORING PS-3B

PROJECT	Pearl Street Culvert Replacement			CONTRACTOR	Seaboard Environmental Drilling		
JOB NUMBER	2950-22-01	FINAL DEPTH (ft)	4.0	DRILLING EQUIPMENT	B-53 Truck Mounted Rig		
LOCATION	South Hadley, MA	SURFACE ELEV (ft)	127.5	FOREMAN	Jeff N.	CASING	
START DATE	11/11/2022	DISTURBED SAMPLES	2	HELPER	Joe N.	CASE DIAMETER	N/A
FINISH DATE	11/11/2022	UNDISTURBED SAMPLES	0	BIT TYPE	Hollow Stem Auger	HAMMER WGT	N/A
ENGINEER/SCIENTIST	Caren Irgang	WATER LEVEL		ROD TYPE	N (2 3/8" O.D.)	HAMMER DROP	N/A
BORING LOCATION	East of culvert	FIRST (ft)	N/A	SAMPLER	2" O.D. Split Spoon	ROCK CORING INFORMATION	
		LAST (ft)	N/E	HAMMER TYPE	Automatic	TYPE	N/A
		TIME (hr)	N/E	HAMMER WGT/DROP	140 lb / 30"	SIZE	N/A

DEPTH (ft)/ SAMPLES	SAMPLES				SAMPLE DESCRIPTION (MODIFIED BURMISTER)	PROFILE		REMARKS/ WELL CONSTRUCTION	
	PENETR. RESIST. (bl / 6 in)	REC. (in)	TYPE/ NO.	FIELD TEST DATA		DEPTH (ft)	ELEV.		
	14/18/18/12	16/24	S-1 (0-2')	--	6.5" ASPHALT Top 2": Dense, black, fine to medium SAND, some gravel, little silt, little coarse sand, dry (BASE COARSE) Bottom 14": Dense, red brown, medium SAND, some gravel, some coarse sand, little fine sand, trace silt, damp	ASPHALT/BASE			
	1/4/4/2	0/24	S-2 (2-4')	--	NO RECOVERY (likely pushing gravel)	GRAVELLY SAND		1	
					Auger refusal at 3'	3.0	↓	124.5	2
5'									
10'									
15'									
20'									
25'									

Remarks: 1. Auger gridding at 2.5 feet. 2. Offset approximately 11 feet east.	PROJECT NO. 2950-22-01
	LOG OF BORING PS-3B

LOG OF BORING PS-3C

PROJECT	Pearl Street Culvert Replacement			CONTRACTOR	Seaboard Environmental Drilling		
JOB NUMBER	2950-22-01	FINAL DEPTH (ft)	42.5	DRILLING EQUIPMENT	B-53 Truck Mounted Rig		
LOCATION	South Hadley, MA	SURFACE ELEV (ft)	127.5	FOREMAN	Jeff N.	CASING	
START DATE	11/11/2022	DISTURBED SAMPLES	8	HELPER	Joe N.	CASE DIAMETER	4"
FINISH DATE	11/11/2022	UNDISTURBED SAMPLES	0	BIT TYPE	H.S.A. & Roller Bit with Wash	HAMMER WGT	300 lb
ENGINEER/SCIENTIST	Caren Irgang	WATER LEVEL		ROD TYPE	N (2 3/8" O.D.)	HAMMER DROP	30"
BORING LOCATION	East of culvert	FIRST (ft)	8.5	SAMPLER	2" O.D. Split Spoon		
		LAST (ft)	N/E	HAMMER TYPE	Automatic		
		TIME (hr)	N/E	HAMMER WGT/DROP	140 lb / 30"		
						ROCK CORING INFORMATION	
						TYPE	Diamond Bit
						SIZE	2"

DEPTH (ft)/ SAMPLES	SAMPLES				SAMPLE DESCRIPTION (MODIFIED BURMISTER)	PROFILE		REMARKS/ WELL CONSTRUCTION
	PENETR. RESIST. (bl / 6 in)	REC. (in)	TYPE/ NO.	FIELD TEST DATA		DEPTH (ft)	ELEV.	
					6.5" ASPHALT From cuttings: Red brown, medium SAND, some gravel, some coarse sand, little fine sand, trace silt, damp		ASPHALT	1
							GRAVELLY SAND	
								2
	4/2/2/2	10/24	S-1 (3-5')	--	Top 3": Loose, red brown, medium SAND, some gravel, some coarse sand, little fine sand, trace silt, damp (0.25" diagonal black seam 1/2" from top) Bottom 7": Loose, dark brown, medium SAND, little silt, little coarse sand, trace fine sand, damp	6.0	121.5	
								3
	2/3/4/3	22/24	S-2 (6-8')	--	Top 13": Medium stiff, brown, SILT, trace fine sand, trace fine gravel, trace organics (tree seeds near top; trace rust staining in bottom half), moist Next 4": Loose, brown, fine SAND, little to some silt, moist Bottom 5": Loose, brown, fine to medium SAND, some silt, moist		119.0	
								4
	4/4/3/2	10/24	S-3 (8-10')	--	Loose, brown, fine to medium SAND, some coarse sand in btom half, little silt, moist (bottom 5" wet)		117.2	
								5
	1/2/3/6	8/24	S-4 (10-12')	--	Top 1": Loose, gray brown, medium SAND, little fine sand, little silt, little coarse sand, trace organics (wood fragments) Next 6": Loose, orange, ORGANICS (wood) (1-2" pieces, spongy) Bottom 1": Loose, gray brown, medium SAND, little fine sand, little silt, little coarse sand, trace organics (wood fragments)	10.3	114.0	
								6
	4/3/3/2	0/24	S-5 (15-17')	--	NO RECOVERY(likely pushing gravel)			
								7
	1/3/3/3	21/24	S-6 (17-19')	TV = 0.60 PP = 0.40 w = 41%	Top 7": Medium stiff, red brown and gray, varved fine SAND and SILT (1-2" diagonal to horizontal layers) Next 8": Medium stiff, brown gray, varved clayey SILT, trace fine sand, trace coarse sand (1/4" clay layers) Bottom 6": Medium stiff, red gray, varved SILT, some fine sand			
								8
	2/2/2/3	8/24	S-7 (20-22')	TV = 0.10 PP = 0.75 w = 37%	Soft, gray, varved clayey SILT, little fine sand (1/4" clay, 1/2 to 1" silt)			
								9, 10
	2/2/2/3	8/24	S-8 (25-27')	TV = 0.15 PP = 1.00 w = 32%	Medium stiff, gray, varved clayey SILT and fine SAND (1" silt and clay layers)			

Remarks: 1. Auger grinding at 1 foot. 2. Rod sank from 5 to 6 feet. 3. Drove casing and began drilling with wash after sampling S-3. 4. Silt and clay pieces in wash water at 10 feet. 5. Wash water color changed to gray at 13.5'. 6. Undrained shear strength estimated in field using E285 Pocket Torvane (TV). Values in tons/ft ² . 7. Unconfined compressive strength estimated in field using Pocket Penetrometer (PP). Values in tons/ft ² . 8. In-situ moisture content (w) determined according to ASTM D2216. 9. Begin open-hole drilling at 20'. 10. WOH = Weight of rods and 140 lb. hammer.	PROJECT NO. 2950-22-01
	LOG OF BORING PS-3C

LOG OF BORING PS-3C

DEPTH (ft)/ SAMPLES	SAMPLES				SAMPLE DESCRIPTION (MODIFIED BURMISTER)	PROFILE		REMARKS/ WELL CONSTRUCTION
	PENETR. RESIST. (bl / 6 in)	REC. (in)	TYPE/ NO.	FIELD TEST DATA		DEPTH (ft)	ELEV.	
30'	2/3/2/2	14/24	S-9 (30-32')	w = 39%	Medium stiff, red gray, SILT and fine SAND			
35'	2/2/2/2	20/24	S-10 (35-37')	--	Medium stiff, red gray, fine SAND and varved clayey SILT (1" clayey silt, 7" fine sand)			
40'	49/50 for 2"	6/8	S-11 (40-40.2')	--	Hard, very dark gray, ROCK (weathered)	40.0	87.5	11
	Core Rate (min/ft)	16/60	C-1 (43-48')		Slightly weathered, moderately to intensely fractured, dark purple gray, BASALTIC LAHAR Recovery = 27% RQD = 7% RMQ = Poor Total Run Time = 18.1 minutes	43.0	84.5	12
45'	2.62							13
	3.50							14
	2.83							
	3.67							
	5.50							
	3.78	23.5/30	C-2 (48-50.5')		Slightly weathered, moderately to intensely fractured, dark purple gray, BASALTIC LAHAR Recovery = 78% RQD = 13% RMQ = Poor Total Run Time = 13.8 minutes			
50'	3.40							
	6.65				End of exploration at 50.5'	50.5	77.0	15

Remarks:

11. Roller bit "jumping" at 40'.
12. Lost approximately one tub volume of water while coring rock.
13. Rock Quality Designation (RQD) is determined by summing the length of all rock core pieces longer than 4", then dividing by the length of the coring run.
14. Rock Mass Quality (RMQ) is determined based upon the RQD %.
14. Core barrel jammed at 50.5 feet.

ROCK CORE PHOTOGRAPHS

Boring PS-2C, Core C-1, 34-39 feet (Elev. 93.5-88.5 feet)



Photo 1: PS-2C, C-1 Overview



Photo 2: PS-2C, C-1 Top



Photo 3: PS-2C, C-1 Middle



Photo 4: PS-2C, C-1 Bottom

Boring PS-2C, Core C-2, 39-43.3 feet (Elev. 88.5-84.2 feet)



Photo 5: PS-2C, C-2 Overview



Photo 6: PS-2C, C-2 Top



Photo 7: PS-2C, C-2 Upper portion



Photo 8: PS-2C, C-2 Center



Photo 9: PS-2C, C-2 Lower portion



Photo 10: PS-2C, C-2 Bottom

Boring PS-3C, Core C-1, 43-48 feet (Elev. 84.5-79.5 feet)



Photo 11: PS-3C, C-1 Overview



Photo 12: PS-3C, C-1

Boring PS-3C, Core C-2, 48-50.5 feet (Elev. 79.5-77 feet)



Photo 13: PS-3C, C-2 Overview



Photo 14: PS-3C, C-2 Top



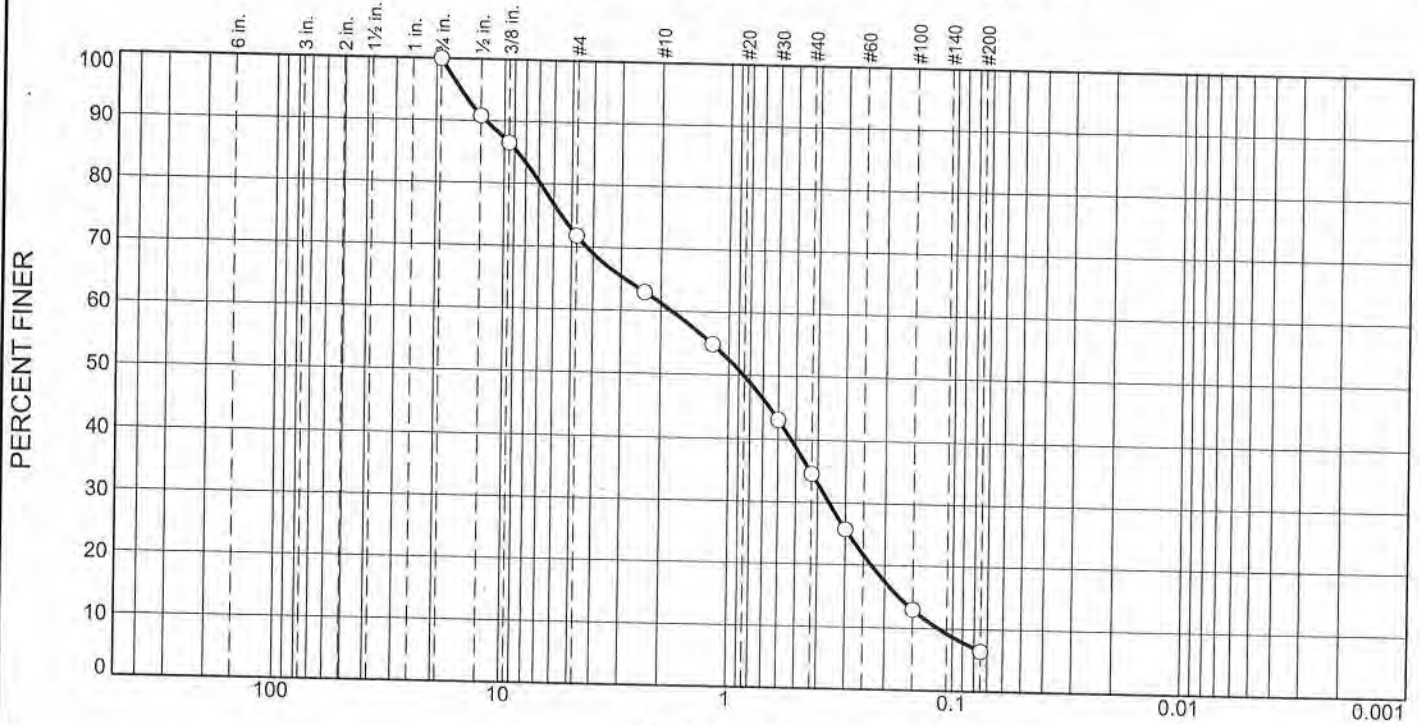
Photo 15: PS-3C, C-2 Middle portion



Photo 16: PS-3C, C-2 Bottom

LABORATORY DATA SHEETS

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	28.2	10.6	26.6	28.2	6.4	

Test Results (ASTM C 136 & ASTM C 117)			
Opening Size	Percent Finer	Spec.* (Percent)	Pass? (X=Fail)
3/4	100.0		
1/2	90.8		
3/8	86.6		
#4	71.8		
#8	63.0		
#16	54.8		
#30	43.1		
#40	34.6		
#50	25.8		
#100	13.0		
#200	6.4		

* (no specification provided)

Material Description

PS-2A (0.5'-3')

Atterberg Limits (ASTM D 4318)

PL= _____ LL= _____ PI= _____

Classification

USCS (D 2487)= _____ AASHTO (M 145)= _____

Coefficients

D ₉₀ = 12.0849	D ₈₅ = 8.7179	D ₆₀ = 1.7884
D ₅₀ = 0.8566	D ₃₀ = 0.3555	D ₁₅ = 0.1732
D ₁₀ = 0.1155	C _u = 15.49	C _c = 0.61

Remarks

This sample delivered to lab by client. This sample was washed.

Date Received: 11/17/22 Date Tested: 11/18/22

Tested By: _____

Checked By: John McGreevy _____

Title: Dir. of Testing Services

Sample Number: 3639

Date Sampled: _____

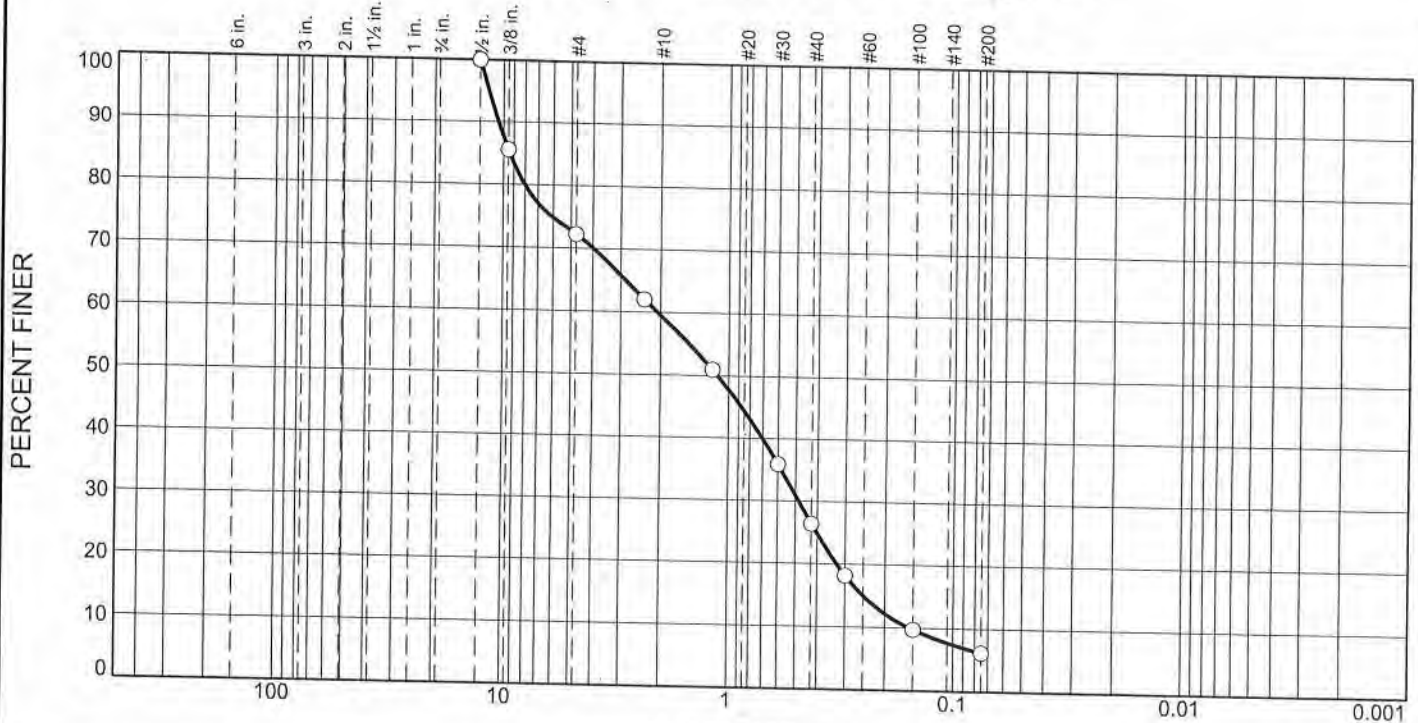
**ALLIED TESTING
LABORATORIES, INC.**
Springfield, Massachusetts

Client: OTO
Project: Pearl St South Hadley

Project No: 2950-22-01

Figure _____

Particle Size Distribution Report



GRAIN SIZE - mm.

% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	27.8	12.7	33.1	20.3	6.1	

Test Results (ASTM C 136 & ASTM C 117)			
Opening Size	Percent Finer	Spec.* (Percent)	Pass? (X=Fail)
1/2	100.0		
3/8	85.6		
#4	72.2		
#8	62.0		
#16	51.0		
#30	35.9		
#40	26.4		
#50	18.2		
#100	9.7		
#200	6.1		

* (no specification provided)

Material Description

PS-3B (0.5'-2.5')

Atterberg Limits (ASTM D 4318)

PL= _____ LL= _____ PI= _____

Classification

USCS (D 2487)= _____ AASHTO (M 145)= _____

Coefficients

D₉₀= 10.5151 D₈₅= 9.3940 D₆₀= 2.0686
D₅₀= 1.1189 D₃₀= 0.4842 D₁₅= 0.2497
D₁₀= 0.1563 C_u= 13.23 C_c= 0.73

Remarks

This sample delivered to lab by client. This sample was washed.

Date Received: 11/17/22 Date Tested: 11/18/22

Tested By: _____

Checked By: John McGreevy

Title: Dir. of Testing Services

Sample Number: 3640

Date Sampled: _____

**ALLIED TESTING
LABORATORIES, INC.**
Springfield, Massachusetts

Client: OTO
Project: Pearl St South Hadley
Project No: 2950-22-01

Figure