

**BISMORE PARK MARINA
BULKHEAD REHABILITATION AND WATER LINE REPLACEMENT
TOWN OF BARNSTABLE – HYANNIS HARBOR, MA**

**SECTION 16
SUPPLEMENTAL GENERAL AND SPECIAL CONDITIONS**

PART 1: GENERAL

1.01 SCOPE OF WORK

- A.** The work to be done under this contract consists of furnishing all labor, tools, materials and equipment required to construct the entire project, along with any and all necessary restoration. All work shall be performed as shown on the drawings, specified herein and/or is evidently required to complete the work and the specifications set forth herein.
- B.** The Owner may select a Contractor based upon proposals received. The Owner will require an executed contract, which it will prepare, and insurance certificates and bonds as set forth herein prior to any activities being commenced by the selected Contractor.
- C.** The proposal and schedule of value(s) as proposed by the Contractor in its offer shall be firm and include any and all labor, materials, equipment, supplies, overhead and profit to perform and deliver a complete project as set forth herein and on the project plans.
- D.** The Contractor must include any and all materials, labor, equipment or other items in each proposal item. If an item includes ancillary work or apparatuses, then the item must be priced by the Contractor to include such other work.
- E.** Measurements and calculations shall be reviewed for accuracy by the Owner's Owner's Project Engineer and prepared for submission to the Owner. The Contractor shall coordinate any and all construction activities to allow the Owner's Owner's Project Engineer to verify quantities such that verification activities are minimal and the processing of payment application is effectuated in a timely and organized manner.
- F.** Any requests for information (RFI's) shall be submitted to the Owner's Project Engineer in writing.

1.02 PROJECT SITE

- A.** Construction activities are to be conducted along the existing steel sheet pile bulkhead located within Hyannis Inner Harbor adjacent to Bismore Park, located at 180 Ocean Street in Hyannis Harbor, Barnstable, MA.

1.03 DRAWINGS AND SPECIFICATIONS

- A. All work shall conform and be in accordance with these specifications and/or the accompanying drawings entitled:

**Bismore Park Marina
Bulkhead Rehabilitation Project and Water Line Replacement**

Project plans issued on **January 29, 2025** consist of Sheets 1 through 4 (including Cover Sheet) as prepared by Foth Infrastructure & Environment, LLC, 15 Creek Road, Marion, MA 02738 (dated **December 4, 2024**; stamped by Jeramy Packard, P.E.) and are on file with the Owner at the Department of Public Works, 382 Falmouth Road, Hyannis, MA 02601 along with any changes, drawings and direction(s) that may from time to time be furnished by the Owner.

1.04 WORK SEQUENCE

- A. General: There are certain essential criteria relative to the preparation of a work sequence and time schedule that the Contractor will be required to implement and follow during the performance of all work. The Contractor shall begin work by establishing and/or verifying horizontal and vertical control, locating the project limits and mobilization of all necessary equipment on to the project site.
- B. The Contractor's schedule for progress and completion of work will be reviewed and approved by Owner and Owner's Project Engineer. The Contractor is advised that all construction at the project site must be completed on/before **April 30, 2025** which shall include sufficient time to clean up as required in accordance with the Contract specifications, drawings and to the satisfaction of the Owner/Owner's Project Engineer.
- C. The Contractor shall be required to prosecute said work diligently and to complete the furnishing of all labor, materials, equipment, and incidentals for the bulkhead rehabilitation to be performed at Bismore Park Marina. **All work at the project site shall be completed by no later than April 30, 2025.**
- D. The Contractor is advised construction activities are restricted by permits. The Contractor is advised and will be held to any and all permits and the constraints contained therein and shall review the project permits and application of statutes to determine what work is impacted by these restrictions and shall plan and price their work accordingly.
- E. **Hours of Operation: Construction will be allowed from 7:00 AM to 3:30 PM, Monday through Friday, with the exception of Town holidays (unless the Town approves work on holidays).**
- F. The Contractor's work methods shall be planned and carried out such that there is no damage to any existing structures. Any and all existing structures are to be carefully and adequately protected, such that they are not in any way damaged or compromised. Any damage to adjacent structures or any property which is in any

way damaged as a result of (directly or consequently) to any activities undertaken by the Contractor shall remain at all times at the Contractor's expense and peril.

- G.** The Order of Work shall be developed by the Contractor and submitted in his/her construction schedule. The Contractor will be responsible with coordinating construction activities with the Owner and daily uses that may occur within harbor areas, along the public harbor walk, and along roadways. In addition, the Contractor shall plan his/her sequence of work understanding that the harbor area could be susceptible to ice build-up.
- H.** In the event that all work activities are not completed on/before **April 30, 2025**, unless the Town agrees to an extension of time, the Contractor will be subjected to Liquidated Damages in accordance with the provisions cited in Section 8, Owner-Contractor Contract Form. If so directed by the Town, the Contractor shall demobilize and then re-mobilize to the project site at a mutually acceptable date at no additional expense to the Owner and complete the work activities for the contract unit prices by a mutually acceptable date. Should the Contractor be required to re-mobilize to the site to complete all required construction activities, he/she will be responsible for all costs and efforts associated with obtaining any/all permits that may expire prior to returning to the site as well as all associated activities and work elements required to complete work activities and the project in its' entirety. The Contractor shall be fully responsible and shall indemnify to the fullest extent of the law the Owner for any fines, levy penalty charges incurred in prosecuting any portion of the work set forth herein.

1.05 CONTRACTOR'S LIABILITY INSURANCE

- A.** The Contractor shall purchase and maintain such insurance as will protect him from the Contractor's operations under the Contract, whether such operations be by himself/herself or by any Sub-Contractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable.
- B.** Insurance similar to that required of the Contractor shall be provided by or on behalf of all Sub-Contractors to cover their operations performed under the Contract Documents. The Contractor shall be held responsible for compliance with and enforcement of the insurance requirements and for any modifications of these insurance requirements as they apply to Sub-Contractors. The Contractor shall not permit any Sub-Contractor to commence work until such Sub-Contractor has furnished evidence that insurance has been procured and certificates of insurance have been obtained by the Contractor providing that, in the event of restrictions in or cancellation of Sub-Contractor policies, thirty (30) days advance written notice be given to Contractor by U.S. first class mail.
- C.** The Contractor shall purchase and maintain during the term of this Contract, at a minimum the coverages required under Section 3 General Conditions, Article 14 of the Contract and the following:

1. Insurance sufficient to discharge its obligations under all applicable workers' or workmen's compensation laws of the territories and states of the United States., the United States Longshoremen's & Harbor Workers Act, the Jones Act and Admiralty or Maritime Law. If any operations performed within the scope of this Contract by Contractor or its Sub-Contractors require the use of any aircraft or watercraft (owned or un-owned), Contractor shall maintain liability insurance satisfactory to, and naming as an additional insured, the Owner.

1.06 SURETY BONDS

- A. The Contractor shall obtain construction payment and performance bonds in the amount of one hundred percent (100%) of the Contract Price and naming the Owner and Project and present the bond to the Owner prior to the commencement of any work on the project.
- B. The surety shall be "AAA" rated admitted in the Commonwealth of Massachusetts with duly granted authority to produce bonds and shall be approved by the Owner's Project Engineer as an acceptable security for the project. Any modifications, additions or deletions to the Contractor's proposal during the contract performance shall be the Contractor's expressed responsibility to notify the surety where the bond(s) are procured. A failure to notify the surety of a material addition, deletion or modification to the project shall be at the Contractor's peril and shall be deemed as accepted by the Contractor's surety as ratified. The Contractor hereby warrants to the Owner that the Contractor's surety has had ample opportunity to review the plans, specifications and agreements and by issuing a payment and performance bond ratifies and agrees to be bound to the conditions and terms set forth herein and the Contractor's surety agrees to the same.
- C. The Contractor and Owner agree that any and all costs for procuring, securing or otherwise obtaining any of the aforementioned insurance and/or bonds is the expressed responsibility of the Contractor and has been included in the Contractor's proposal to the Owner.

1.07 PRE-BID MEETING

- A. **A non-mandatory, Pre-bid meeting will be held on February 10, 2025 at 12:00 PM (noon) at which time** the Owner's Project Engineer will present an overview and acquaint the Contractor with the work set forth thereunder. Any Contractor that does not attend waives any and all information that may have been provided or supplied or garnered by the Owner, the Owner's Project Engineer and or any third party during this meeting. The Contractor is to fully apprise himself or herself of the site conditions, access to site locations associated with the project and price their proposal in order to take any and all constraints into account such that the Contractor is prepared to provide whatever means and at whatever costs

necessary to insure that measures are in place to insure that the project is executed according to the plans and specification set forth herein. Questions regarding the site or to coordinate any access that the Contractor wants to undertake prior to the submission of a proposal may be sent via email to the Ms. Amber Patterson, Chief Procurement Officer at: Amber.patterson@town.barnstable.ma.us.

B. Any question(s) pertaining to the plans, specifications, or any of the Contract Documents shall be submitted in via electronic mail to the attention of: Ms. Amber Patterson, Chief Procurement Officer at: Amber.patterson@town.barnstable.ma.us. **To be given consideration, all questions must be received by no later than 12:00 P.M. on February 12, 2025.**

C. The Contractor shall examine the existing conditions and thoroughly acquaint himself/herself with the obstacles and advantages of performing the work. The Contractor shall also study the drawings and compare the same with the information gathered during his examination of the site, as no extra compensation will be authorized for work resulting from the Contractor's unfamiliarity with the site and/or the drawings, or the conditions peculiar to this job.

1.08 SUBMITTALS

A. Shop drawings and brochures shall be submitted in accordance with the requirements of the General Conditions. Submittals are required for the items whether named or not. Additional submittals may be required by the Owner's Project Engineer which the Contractor will comply with at no additional cost(s) to be charged to the Owner.

1.09 PROGRESS SCHEDULE

A. The Contractor shall be able to commence work on/about February 26, 2025 with all work activities being completed prior to/no later than April 30, 2025. Issuance of the Contract Agreement is contingent upon the receipt of Contractor's insurance certificate and performance and payment bonds, availability of funds and receipt of any pending permits.

B. A progress schedule will be required for this project and is to be forwarded in writing to the Owner's Project Engineer five (5) days prior to the start of the work. No work may begin under the contract until the progress schedule, has been approved by the Owner.

C. Time required for review and approval of these items shall not constitute a basis for time extension. Full compensation for supplying the "Progress Schedule" and all required updates shall be considered as included in the contract prices paid for the various proposal items and no separate payment will be made.

1.10 DIFFERING SITE CONDITIONS

- A.** The Contractor shall promptly, and before such conditions are disturbed, notify the Owner's Project Engineer in writing of: (1) subsurface or latent physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in this contract. The Owner's Project Engineer shall promptly investigate the conditions, and if he finds that such conditions do materially so differ and cause an increase or decrease in the contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed as a result of such conditions, an equitable adjustment shall be made and the contract modified in writing accordingly.
- B.** No claim of the Contractor under this clause shall be allowed unless the Contractor has given the notice required in A. above; provided, however, the time prescribed therefore may be extended by the Owner.
- C.** No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

1.11 CLEANING AND EQUIPMENT

- A.** During the progress of the work, the site shall be cleaned daily of all rubbish, packing materials or other debris. No debris capable of being wind-blown or washed away by rainfall shall be left unsecured on the site overnight. All roadways that are used as access routes shall be swept on a regular basis and kept in reasonably clean condition. "Reasonably clean" shall be defined as a condition acceptable to the local Department of Public Safety, and/or Department of Public Works having jurisdiction over the specific roadways. All equipment shall be located as authorized by the Owner's Project Engineer to provide that at the end of the workday or shift the site or roadways are left in a passable condition and all equipment is safe and secure.

1.12 CONTRACT DOCUMENTS IN THE FIELD

- A.** The Contractor must keep a copy of the contract documents including but not limited to plans, specifications, schedule, materials list, daily reports, materials safety data sheets, and safety reports at the site of the work at all times while work is being performed and said copy is to be available to those in charge of the work, including the Owner and Owner's Project Engineer.

1.13 CONSTRUCTION SEQUENCE

- A.** For the protection of life and property, any and all construction operations shall be phased such that the site is safe and secure. The Contractor shall insure that no equipment or materials are left unattended.

- B.** The Contractor is responsible for the requisition and logistics of on-site local law enforcement detail where required by state or local law. Contractor's responsibilities include all contract and Sub-Contractor sites associated with the project and are inclusive of any and all pricing set forth herein.

1.14 UTILITIES

- A.** Prior to commencing work, the Contractor is responsible for obtaining the location, size and depth of all existing underground or underwater utilities and structures. Dig Safe Systems, Inc. (DIGSAFE) may assist in this task, but should not be considered comprehensive.
- B.** The Contractor shall assume that there are existing utility lines in the vicinity of the work, whether they appear on the drawings or not and should be independently verified by the Contractor using commercially reasonable methods that are normal and customary in the business of construction site work.
- C.** Existing utilities may not be known by the Owner or Owner's Project Engineer. The Contractor assumes any and all risks associated with the damage, disruption or repair of any utilities that are disturbed by any action(s) of the Contractor in the prosecution of the work set forth herein. As such, the Contractor will assure the Owner that any and all repairs to utilities that are damages by Contractor's operations will be made expeditiously, in a professional, workman like manner and must be satisfactory to both the Owner and Owner's Project Engineer at no additional cost to the Owner.
- D.** It is not the intent of the plans to show the exact location of existing or relocated utilities, and the Owner assume no responsibility therefore. Whenever any such utilities are indicated thereon, the Contractor shall be responsible for verifying their actual location and depth in the field. The Contractor shall notify DIGSAFE (1-888-DIGSAFE (344-7233)) prior to excavation.
- E.** The Contractor has reviewed the project site and areas surrounding the project and shall take full responsibility for existing utilities or apparatuses which may in any way impede, hamper or delay the Contractors performance of the work set forth herein. The Owner shall bear nor responsibility for the removal of or temporary relocation of any existing utilities or apparatuses.
- F.** Where excavations are performed in the vicinity of underground utility mains and/or services the Contractor shall, as necessary, perform initial exploratory excavations to determine their exact depth and location. Extreme care shall be exercised to avoid damage, and it will be the Contractor's responsibility to have repairs made to existing facilities at his/her expense in the event of damage.
- G.** Construction work shall be coordinated with any work by other Contractors and utility entities to avoid conflicts. It is anticipated that any necessary work by others will be identified and performed prior to operations by the Contractor.

- H. Schedule constraints will be discussed at the pre-construction meeting and the Contractor shall consider such adjustments in contract scheduling as necessary.
- I. Full compensation for complying with the above provisions shall be considered as included in the contract price for the various proposal items and no separate payment will be made.

1.15 PROTECTION OF WORK AND PROPERTY

- A. The Contractor shall be responsible for the preservation of all public and private property or their prosecution of the work and shall carefully protect the property from disturbance or damage.
- B. The Contractor shall be responsible for all damage or injury to public or private property resulting from any act, omission, neglect, or misconduct in, or either the Contractor's or it's Sub-Contractors' manner or method of executing the work, or in consequence of the non-execution thereof. Furthermore, the Contractor shall be responsible for all such damage due to defective materials or acts. The Contractor shall restore, at its own expense such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as directed by the Owner's Project Engineer.
- C. All work is to be carefully protected so that no injury will come to it from water, frost, accident or other cause, and any injury, which will come to the work, is to be repaired by the Contractor at his expense. The Contractor shall protect the Owner's property, equipment and fixtures from injury, or loss. The Contractor shall protect the Owner's property from injury or loss arising in connection with this contract and he shall make good any damage, injury, or loss. The Contractor shall also adequately protect adjacent property as provided by statute and the contract documents.
- D. The Contractor shall take all necessary precautions for the safety of employees on the work. The Contractor shall comply with all applicable provisions of federal, state and municipal safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where the work is being performed. The Contractor shall erect, properly maintain, at all times, as required by the conditions and progress of the work, all necessary fences, barriers, warning signs and lights that may be necessary to adequately protect the general public.
- E. The Contractor shall provide temporary containment for all fuel tanks, pumps and appurtenances as a precaution against accidental spills or leaks. The Contractor shall maintain no greater than a two (2) day supply of fuel to any piece of equipment located on the site. The containment structures shall be capable of preventing releases of any fuel or other hazardous liquids to the environment, shall have volumes greater than that of the fuel tanks to be contained and shall be covered if necessary to eliminate the intrusion of rain water. In accordance with

State or local laws and permit requirements, the Contractor shall furnish and maintain all other necessary containment materials to insure zero release of hazardous materials to the environment.

1.16 RESTORATION

- A. The Contractor shall be solely responsible for performing any necessary acts and providing any materials required to restore areas disturbed during construction to their pre-construction condition. During the Pre-Proposal time period prior to submitting a Proposal, the Contractor shall note the condition of all areas within the project and include costs in their Proposal for full and complete restoration.

1.17 PERMITS, FEES AND BONDS

- A. The Contractor shall obtain and comply with all required permits, pay all fees and provide all bonds necessary to complete the work as specified. The Contractor shall be solely responsible for performing any necessary acts and providing any materials required in order to comply with any and all terms and conditions set forth in any permits and licenses.

1.18 INTERPRETATION OF CONTRACT DOCUMENTS IN CASE OF CONFLICT

- A. Where reference is made in the Contract Documents to publications, standards, or codes issued by associations or societies, such reference shall be interpreted to mean the current edition of such publications, standards, or codes, including revisions in effect on the date of the Advertisement, notwithstanding any reference to a particular date. The foregoing sentence shall not apply to the dates, if any, specified with respect to insurance policy endorsement forms.
- B. In case of any conflict among the Contract Documents, unless the context clearly otherwise requires, the Contract Documents shall be construed according to the following priorities:

First Priority: Contract Modifications

Second Priority: Contractor Agreement

Third Priority: General Conditions of the Contract

Fourth Priority: Drawings

Schedules take precedence over enlarged detail Drawings, and enlarged Detail Drawings take precedence over reduced scale Drawings; figured dimensions shall prevail over scale.

Fifth Priority: Specifications

1.19 GENERAL CLAUSES AND CONDITIONS

- A.** A submittal shall not be allowed for any costs incurred more than twenty (20) days before the Contractor shall have notified the Owner's Project Engineer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension or work notice), and unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

1.20 SUSPENSION OF WORK

- A.** The Owner may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Owner's Project Engineer determines appropriate for the convenience of the Owner.
- B.** If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted by an act of the Owner in the administration of this project, or by the Owner's failure to act within the time specified in this contract (or within a commercially reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this project (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the partial fault or partial negligence of the Contractor.
- C.** The Owner's Project Engineer reserves the right to suspend all or any portion of the work for any reasons during the execution of the work. If the work is suspended for a period of time and the Contractor believes the period is unreasonable and additional compensation and/or contract time is due, the Contractor shall submit to the Owner's Project Engineer in writing a request for adjustment within seven (7) calendar days of receipt of the notice to resume work. The request shall include the justification for adjustment.
- D.** Upon receipt, the Owner's Project Engineer will consider the Contractor's request. If the Owner's Project Engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and was caused by conditions beyond the control of and not the fault of the Contractor, suppliers, Sub-Contractors, the Owner's Project Engineer will make an equitable adjustment (excluding profit) and modify the contract in writing accordingly. No contract adjustment will be allowed unless the Contractor has submitted a request for adjustment within the time prescribed.

- E. The Owner may terminate for their convenience, performance of work under in whole or, from time to time, in part if the Owner determine that a termination is in their interest. The Owner shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date. After receipt of a Notice of Termination, and except as directed by the Owner or Owner's Project Engineer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this provision. Stop work as specified in the notice. Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract. Terminate all subcontracts to the extent they relate to the work terminated. With approval or ratification to the extent required by the Owner's Project Engineer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause. The Owner shall be obligated to pay the Contractor for work in place and Contractor agrees that Owner's responsibility regarding the subject contract shall be limited only to work in place and the Contractor waives any rights or claims against the Owner for consequential damages should this project be terminated by the Owner for their convenience.

1.21 STAND-BY AND IDLE EQUIPMENT TIME

- A. Equipment that is in operational condition and is standing by with the Owner's Project Engineer's approval will be paid for at 50 percent of the appropriate hourly rate as determined by the provisions set forth by the United States Army Corp of Engineers, Construction Equipment Township Schedule (EP 1110-1-8) less operating costs. Payment for such "stand-by" will be limited to not more than 8 hours in a 24 hour day or 40 hours in a normal work week.
- B. No compensation will be allowed for equipment that is inoperable due to breakdown.
- C. No payment will be allowed for equipment that is not operating because the work has been suspended in accordance with the specifications unless the suspension is for the convenience of the State. No payment will be allowed for equipment that is not operating because the work has been suspended by the Contractor for the Contractor's own reasons.
- D. The hourly rate of compensation for idle equipment will be the monthly rate times a factor of 0.50 divided by 176 hours per month, regardless of the duration of the delay or stand-by.
- E. The time for which such compensation will be paid will be the actual normal working time during which such delay condition exists, but will in no case exceed 8 hours in any one day.

- F. The days for which compensation will be paid will be the number of working days charged during the existence of such delay. No compensation will be made for days that are considered lost due to weather as determined by the Owner's Project Engineer.
- G. Compensation will only be made for equipment physically located at the work site that would be used to prosecute the delayed work during the existence of such delay.

1.22 SIGNIFICANT CHANGES IN SCOPE OF WORK

- A. The Owner and/or the Owner's Project Engineer reserves the right to make, at any time during the work, such increases or decreases in quantities and such alteration in the work as necessary to satisfactorily complete the project. Such increases or decreases and alterations shall not invalidate the contract nor release the Surety, and the Contractor agrees to perform the work as altered.
- B. If the increase on any item of work for which a unit price exists in the contract does not exceed the lesser of \$100,000.00 or twenty (20) percent of the total contract price, then such increase shall be regarded as covered by the unit bid price for such items as contained in the original contract.
- C. If the decrease on any item of work for which a unit price exists in the contract does not exceed twenty-five (25) percent of the contract quantity, then such decrease shall be regarded as covered by the unit bid price for such item as contained in the original contract.
- D. If the alteration or decrease in an item of work significantly changes the scope or the character of the work, then an adjustment may be made to the unit price. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, an adjustment will be made either for or against the Contractor in an amount as the Owner's Project Engineer may determine to be fair and equitable.

1.23 ELIMINATED ITEMS

- A. Should any items contained in the proposal be found unnecessary for the proper completion of the work, the Owner's Project Engineer may, upon written order to the Contractor, eliminate such items from the contract, and such action shall in no way invalidate the contract.
- B. If the Contractor is notified of the decrease or elimination of an item, reimbursement will be made for the reasonable cost of material incurred, in connection with such item or portions, prior to the date of such decrease or elimination made by order of the Owner's Project Engineer but in no case shall such compensation exceed the contract bid price for the item.

- C. No claim shall be made by the Contractor for any loss of anticipated profits because of any alteration or variation between the approximate quantities and the quantities of work as done.

1.24 CONTRACTOR ABANDONMENT

- A. The Contractor may not remove any mobilized equipment that is material to this project without the expressed written consent of the Owner's Project Engineer.

PART 2: PRODUCTS

2.01 GENERAL

- A. Any and all products, materials and workmanship shall be warranted by the Contractor for a period of not less than one (1) year from the date of completion of the project. Completion shall be deemed as acceptance by the Owner of the final payment application prepared by the Contractor.

2.02 APPROVAL OF MATERIALS

- A. As soon as practicable but not to exceed thirty (30) calendar days after award of the contract and before any materials or equipment are purchased, the Contractor shall submit to the Owner's Project Engineer a complete list of material and equipment to be incorporated in the work, together with the names and addresses of the manufacturer and their catalog numbers and trade names. Approval of materials will be based on manufacturer's published ratings. Materials that are incorporated into the project that have not been expressly approved by the Owner's Project Engineer will be subject to removal, replacement and or verification by the Owner's Project Engineer on behalf of the Owner and shall be solely at the Contractor's expense and peril.

2.03 SUBSTITUTIONS

- A. If a specific means, method, technique, sequence, or procedure of construction is indicated in or required by the Contract Sections, the Contractor may furnish or utilize a substitute means, method, sequence, technique, or procedure of construction acceptable to the Owner, if the Contractor submits sufficient information to allow the Owner to determine that the substitute proposed is equivalent to that indicated or required by the Contract Sections, in quality, warranty, life-cycle costs, design cost, construction time, warranty, and efficiency considerations. Contractor may submit requests for substitution up to 35 days following Notice of Award after which time the Owner will consider substitutions in its sole discretion.
- B. The Owner will respond in writing to the Contractor within ten (10) days indicating the time necessary to evaluate each proposed substitute. The Owner will be the sole judge of acceptability, and no substitute will be ordered, installed, or

utilized without the Owner's prior written acceptance, which will be evidenced by either a change order or an approved shop drawing. The Owner may require the Contractor to furnish at the Contractor's expense a special performance guarantee or other surety with respect to any substitute.

- C. The Owner will record time required by the Owner and the Owner's Consultants in evaluating substitutions proposed by the Contractor and in making changes in the Contract Sections occasioned thereby. Regardless of whether or not the Owner accept a proposed substitute, the Contractor shall reimburse the Owner for the charges of the Owner and Owner's Consultants for evaluating each proposed substitute.
- D. Cost or time impacts to other items of Contract work, which are caused by any Contractor initiated request for substitution, whether anticipated or unforeseen, shall be the responsibility of the Contractor.

2.04 TRADE NAMES

A. Whenever the Trade Name of a product, or the name of a Manufacturer appears in these Contract Documents or on the Plans, it shall be understood to specify the product so identified or its approved equal. The words "or equal" or "approved equal" shall mean equal in the opinion of and approved by the Owner's Project Engineer in writing. For convenience in designation, certain equipment or parts of materials may be designated under trade name or the name of a manufacturer or product and his catalogue information. The use of alternative equipment or parts or material which is of equal quality and of the required characteristics for the purpose intended will be permitted, subject to the written approval of the Owner's Project Engineer, in accordance with the following requirements:

1. The burden of proof as to the comparative quality and suitability of alternative equipment or Parts or materials shall be upon the Contractor and he shall furnish, at his own expense, all information necessary or related thereto as required by the Owner's Project Engineer. The Owner's Project Engineer shall be the sole judge as to the comparative quality and suitability of alternative equipment or Parts or materials and the decision of the Owner's Project Engineer shall be final.
2. The above provisions shall not be construed as permitting the use of alternative equipment or parts or materials for equipment or Parts or materials which are not designated under a Trade Name or the name of a manufacturer or producer and his catalog information, and for which detail specifications are set forth.

PART 3: EXECUTION

NOT USED

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