

SECTION 00815

SUPPLEMENTARY CONDITIONS

The following supplements modify the "General Conditions of the Construction Contract." Where a portion of the General Conditions is modified or deleted by these Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

**ARTICLE 1 – DEFINITIONS AND TERMINOLOGY**

- 1) INSERT the following definitions:

"As directed", "as permitted", "reviewed", "acceptable", "approved", or words of similar import mean the direction, requirements, permission, approval, or acceptance of OWNER or ENGINEER, unless stated otherwise.

"As shown", "as indicated", "as detailed", or words of similar import refer to the Drawings unless stated otherwise.

"Day" - A calendar day of twenty-four hours measured from midnight to the next midnight.

"Final acceptance" -- The date when the construction of the project is complete in accordance with the Contract Documents so that the entire project can be utilized for the purposes for which it is intended and all monies due Contractor have been paid him in the final Application for Payment.

"Major Equipment" -- The major equipment items listed by name in the Bid Form and in the Agreement and which are to be furnished and installed under the Contract.

"Materials" -- Any articles, devices, products, materials, fixtures, forms, or similar items which are necessary or desirable for the completion of the Work and/or are designated in the specifications, with or without the words "or equal", "or equivalent", or "or approved substitute".

"Modification" -- (a) A written amendment of the Contract Documents signed by both parties, (b) a Change Order, or (c) a Field Order. A modification may only be issued after the effective date of the Agreement.

"Products" -- New material, machinery, components, equipment, fixtures, and systems forming the Work, but does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work. Products may also include existing materials or components required for reuse.

"Provide" -- As used in the Specifications means furnish and install and make fully functional and operational.

- 2) CHANGE the definition for Engineer to read as follows:

"ENGINEER" - The firm of [REDACTED] acting through its authorized representatives.

- 3) CHANGE the definition for Owner to read as follows:

"OWNER" - [REDACTED] Wastewater Treatment Plant.

Influent Pumping Improvements,  
CHP Upgrade, and Miscellaneous Work

- 4) CHANGE the definition for Resident Project Representative to read as follows:

"Resident Project Representative" -- The authorized representative of ENGINEER or OWNER who is assigned to the site or any part thereof.

#### ARTICLE 2 – PRELIMINARY MATTERS

- 1) DELETE paragraph 2.01.B.

- 2) CHANGE title of section 2.01 to read as follows:

"Delivery of Bonds"

- 3) CHANGE paragraph 2.02 to read as follows:

"OWNER shall furnish CONTRACTOR up to five (5) copies of the Contract Documents as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction."

- 4) CHANGE the last sentence of paragraph 2.03 to read as follows:

"In no event will the Contract Time..... than the one hundredth day after the Bid opening or the thirtieth day after...whichever date is earlier."

- 5) ADD the following paragraph as 2.04.A:

CONTRACTOR shall notify the OWNER in writing 48 hours before starting work at the site of the work of his intentions to do so. In case of a temporary suspension of work CONTRACTOR shall give reasonable notice before resuming work.

- 6) ADD the following paragraph as 2.05.B:

"Before any Work at the site is started, CONTRACTOR shall deliver to OWNER, certificates (and other evidence of insurance requested by OWNER) which CONTRACTOR is required to purchase and maintain in accordance with Paragraph 5.04, 5.05, and 5.06 of the Conditions and amendments thereto included in Article 5 of these Supplementary General Conditions".

- 7) ADD the following paragraph as 2.05.C:

"Before undertaking each part of the work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error, ambiguity or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected thereby. However, 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 knew or reasonably should have known."

#### ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

- 1) ADD new paragraph 3.06 - "Order of Precedence" as follows:

3.06 Order of Precedence: In resolving inconsistencies among two or more sections of the Contract Documents, precedence shall be given in the following order from (a) through (g):

- (a) Contract, and any Addenda or Contract Modifications thereto
- (b) Proposal
- (c) Supplementary Conditions
- (d) Instructions to Bidders
- (e) General Conditions of the Construction Contract
- (f) Specifications
- (g) Drawings

**ARTICLE 5 – BONDS AND INSURANCE**

1) REMOVE paragraphs 5.03.B, 5.04.B and all subsections, 5.06.A. and all subsections, and 5.07. Add the following:

5.03 Certificate of Insurance

CONTRACTOR shall, at the time of execution of his Contract, file with OWNER a certificate of insurance in the form set forth herein, and copies of the policies covering all his insurance as required herein, and the policy or policies of insurance covering said OWNER, ENGINEER, and their partners, officers, agents, and employees. In those states where use of the pre-printed certificate insurance form is prohibited, CONTRACTOR shall submit an approved form of certificate of insurance providing the coverages herein required. Each such policy and certificate shall be satisfactory to OWNER and shall bear an endorsement precluding cancellation, reduction, or change in coverage without giving OWNER at least 30 days prior notice thereof in writing. Nothing contained in the insurance requirements shall be construed as limiting the extent of Contractor's responsibility for payment of damages resulting from his operations under this Contract.

5.04.B Insurance

CONTRACTOR shall take out, pay for, and maintain throughout the duration of, and specifically for, this Contract the following insurance coverage. The CONTRACTOR shall not begin work, nor shall he/she allow any subcontractor to commence work under this contract until all of the insurance requirements stated herein have been complied with.

A. Public Liability and Property Damage Insurance

1. For CONTRACTOR

This insurance shall protect the CONTRACTOR from claims for bodily injury and property damage (except automotive equipment) which may arise because of the nature of the Work or from operations under this Contract. This insurance shall be on an occurrence basis and shall protect the CONTRACTOR against liability arising from: his operations, operations of subcontractors, completed operations and contractual liability assumed under the indemnity provisions contained in the General Conditions and these Supplementary General Conditions. X.C.& U. coverage must be included in the coverage.

Each of said policies of insurance shall provide coverage in the following minimum amounts:

Influent Pumping Improvements,  
CHP Upgrade, and Miscellaneous Work

COVERAGE

LIMITS OF LIABILITY

Bodily Injury & Property Damage \$1,000,000 each occurrence  
\$2,000,000 aggregate

The insurance company shall provide (5) copies of this policy or certificates for insertion into the contract documents.

2. For OWNER and ENGINEER

The CONTRACTOR shall furnish and maintain until completion and acceptance of the work required by this contract A SEPARATE POLICY of Owners and Contractors Protective Liability insurance naming the OWNER, the Joint Board of Commissioners of the [redacted] Wastewater Treatment Plant, its officers, agents and employees and the firm of design engineer, The ENGINEER – [redacted] (as officially appropriate), The City of [redacted] and, [redacted] as insureds. This separate policy shall name and as insureds and shall provide coverage to said OWNER, ENGINEER, and their partners, officers, agents, and employees with respect to said Work. Both bodily injury and property damage insurance must be on an occurrence basis, and said policy shall provide that the coverage afforded thereby shall be primary coverage to the full limit of liability stated in the declarations, and if said OWNER, ENGINEER, and their partners, officers, agents and employees have other insurance against the loss covered by said policy, that other insurance shall be excess insurance only. No exclusions shall be permitted by endorsement with the exception of preparation or approval of maps and plans, opinions, reports, surveys, designs, or specifications.

This insurance shall protect the insured against Contingent Liability which may be imposed upon him/her by law because of his/her supervisory acts or omission thereof in connection with the work performed by the Prime Contractor and his/her contractors. This Contingent Liability Insurance must be on an occurrence basis and said policy shall provide coverage to the following stated limits:

COVERAGE

LIMITS OF LIABILITY

Bodily Injury & Property Damage \$2,000,000 each occurrence  
\$4,000,000 aggregate

This coverage provided by this OCP liability policy is not intended to cover engineers or surveyors professional liability.

The insurance company shall provide five (5) copies of this policy for insertion into the contract documents.

3. Subcontractors

CONTRACTOR shall secure certificates of insurance as evidence that each subcontractor carries insurance to provide coverage under this contract to the same limits as is required by CONTRACTOR. CONTRACTOR shall submit copies of his subcontractors insurance certificates to OWNER and ENGINEER as evidence of insurance coverage.

4. Included Coverage

The above public liability and property damage insurance shall also include the following coverages:

Premises - Operations - Escalators.

Contractor's protective (subcontractors to Contractor).

Products - Completed Operations.

Personal Injury (false arrest, libel, wrongful eviction, etc.).

Broad Form Property Damage.

XCU (explosion, collapse, underground damage). Exclusions deleted when applicable to operations performed by Contractor or his subcontractors.

Contractor Liability with respect to the hold harmless agreement as herein stated.

5. Comprehensive Automobile Liability

This insurance shall cover owned, hired, and other non-owned automobiles as shall protect CONTRACTOR from claims for bodily injury or property damage to OTHER persons which may arise from the use of motor vehicles engaged in various operations under this Contract. The automobile insurance shall provide minimum limits of liability for bodily injury and property damage of \$2,000,000 for each person and \$2,000,000 each occurrence.

6. Umbrella Policy

COVERAGE

LIMITS OF LIABILITY

Bodily Injury & Property Damage \$5,000,000 each occurrence  
\$5,000,000 aggregate

CONTRACTORS desiring to use "excess insurance" or "umbrella coverage" are to bring existing policies up to the limitations required by this contract and shall submit copies of the policy for review by the OWNER.

The insurance company shall provide five (5) copies of this policy, or certificates, for insertion into the contract documents.

7. Excess Insurance

A certificate of excess insurance for Contractor will not be accepted.

B. Property Insurance

CONTRACTOR shall purchase and maintain property insurance upon the Work at the site to the full insurable value thereof. This insurance shall include the interest of OWNER, CONTRACTOR, Subcontractors, ENGINEER and ENGINEER's consultants in the Work, shall insure against the perils of fire and extended coverage and shall include "all risk"

Influent Pumping Improvements,  
 CHP Upgrade, and Miscellaneous Work

insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage, and such other perils as may be provided in the Supplementary Conditions, and shall include damages; losses and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals). If not covered under the "all risk" insurance or otherwise provided in the Supplementary Conditions, CONTRACTOR shall purchase and maintain similar property insurance on portions of the Work stored on and off the site or in transit when such portions of the Work are to be included in an Application for Payment.

This insurance shall protect the insured against Contingent Liability which may be imposed upon him/her by law because of his/her supervisory actions of omission thereof in connection with the work performed by the Prime Contractor and his/her contractors.

<u>COVERAGE</u>	<u>LIMITS OF LIABILITY</u>
Bodily Injury & Property Damage	\$1,000,000 each occurrence \$2,000,000 aggregate

C. Worker's Compensation Insurance

The CONTRACTOR shall furnish to the OWNER satisfactory proof that he/she has taken out for the period covered by the work under this contract full Worker's Compensation Insurance as required for all persons which he/she may employ in carrying out the work contemplated under this contract. In case any work under this contract is sublet, the prime contractor shall require each subcontractor to provide Workman's Compensation Insurance for all of the sub-contractor's employees to be engaged in such work.

The OWNER will accept a certificate that the CONTRACTOR is covered with Worker's Compensation Insurance. The certificate shall include but be not limited to, the policy number, the effective date, the expiration date and the statement that coverage is provided for the class of employees doing UNDERGROUND construction or at hazardous locations. In case any class of employees engaged in underground construction or in hazardous work is not protected under the Worker's Compensation policy, the CONTRACTOR shall provide, adequate Employers Liability Insurance for the protection of the employees not so protected. The minimum Employer' Liability Insurance shall be \$1,000,000.

D. Worker's Occupational Diseases Insurance

Worker's occupational diseases insurance shall be taken out covering all persons whom CONTRACTOR may employ in carrying out the Work contemplated under this Contract.

E. Builder's Risk Insurance

1. "All Risk" builder's risk insurance, in an amount equal to the Contract Price, shall cover, but shall not be limited to, fire, lightning, windstorm, hail, explosion, riot, riot attending a strike, civil commotion, smoke damage, damage by aircraft or vehicles, vandalism and malicious mischief, theft, collapse, flood, and earthquake.

This insurance shall name OWNER and CONTRACTOR as insureds and shall include coverage, but not by way of limitation, for all damage or loss to the Work and to appurtenances, to materials and equipment to be used on the project while same are in transit, or stored on or off the project site,

and to construction plant and temporary structures.

- F. The policy shall provide OWNER the right to occupy the premises without termination of the policy until the final acceptance of the project. Copies of this policy shall be submitted to OWNER.

5.07 Notification of Insurance Companies

It is the responsibility of CONTRACTOR to notify all insurance companies to familiarize themselves with all of the conditions and provisions of this Contract. The insurance companies shall waive their right of notification by OWNER of any change or modification of this Contract, or of decreased or increased work, or of the cancellation of this Contract, or of any other acts by OWNER or its authorized employees or agents under the terms of this Contract. The waiver by the insurance companies shall in no way relieve the insurance companies of their obligations under this Contract.

5.11 Certificates of Insurance

Certificates of insurance will be accepted for all coverage's except Owners Protective Liability Insurance and excess insurance for Contractors Comprehensive Property Damage and Bodily Injury. These certificates shall clearly state that authorized representative of the insurance company has complied with the provisions as required by this insurance section. The certificate must state which particular contract is covered by that particular certificate.

5.12 Notice of Cancellation

All insurance policies and certificates required by this contract must include an endorsement providing ten (10) days prior written notice of termination, expiration or material change in terms to be provided to the OWNER. The CONTRACTOR shall cease operations on the occurrence of any such event, and shall not resume operations until new insurance is in force.

5.13 Injury or Illness Reports

CONTRACTOR shall file with ENGINEER three copies of employer's first report of injury or illness immediately following any incident requiring the filing of said report during the prosecution of the Work under this Contract. CONTRACTOR shall also furnish to ENGINEER three copies of the employer's first report of injury or illness involving any subcontractor on this project.

5.14 Acceptance of Bond and Insurance; Option to Replace

If OWNER has an objection to the coverage afforded by or other provisions of the Bonds or Insurance required to be purchased and maintained by CONTRACTOR in accordance with **Paragraphs 5.04, 5.05 and 5.06** of the General Conditions and amendments thereto included in these Supplementary General Conditions on the basis of said insurance not complying with the Contract Documents. OWNER will notify CONTRACTOR in writing thereof within ten days of the date of delivery of such certificates to OWNER. CONTRACTOR will provide such additional information in respect to insurance provided by CONTRACTOR as the OWNER may reasonably request. Failure by OWNER to give such notice of objection within the time provided shall constitute acceptance of such Bonds and Insurance purchased by CONTRACTOR.

**ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES**

- 1) SUBSTITUTE the words "Only Owner Approved Alternates" for "Or-Equal(s)" wherever such references are made in paragraph 6.05.

Influent Pumping Improvements,  
CHP Upgrade, and Miscellaneous Work

- 2) SUBSTITUTE the words "Instructions to Bidders" for "General Requirements" wherever such references are made in paragraph 6.05.
- 3) REPLACE paragraph 6.05.c with the following:

Proposed substitutes shall be submitted to the OWNER for approval in accordance with paragraphs 6.05.A and 6.05.B of the General Conditions, paragraphs 11.01 of the Instructions to Bidders and Section 01600, Article 1.5 and 1.6. Only approved substitutes will be allowed for use on the project. The OWNER will be the sole judge of acceptability of substitutes.
- 4) SUBSTITUTE the words "Bidding Documents or the Contract Documents" for "Supplementary Conditions" wherever such reference is made in paragraph 6.06.B.
- 5) REPLACE paragraph 6.06G with the following:

All Work performed for CONTRACTOR by a Subcontractor will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of OWNER. CONTRACTOR shall pay each Subcontractor a just share of any insurance moneys received by CONTRACTOR on account of losses under policies issued.
- 6) ADD the following to paragraph 6.08 "permits" CONTRACTOR shall be responsible for all stormwater permits including submittal of an Erosion and Sediment Control Plan, and all other local permits as required to enable commencement of Construction. The CONTRACTOR shall pay all plan review fees.
- 7) ADD new paragraph 6.11.A.4

CONTRACTOR shall be responsible for the proper disposal of all trash, debris, or other surplus materials of construction generated by CONTRACTOR or any of its sub-contractors or employees in the construction of this project.
- 8) ADD the following after the first sentence of paragraph 6.13.A.

CONTRACTOR shall comply with all applicable OSHA and MIOSHA requirements associated with this type of work including but not limited to those associated with trench safety, confined space entry, etc. The CONTRACTOR shall also be required to comply with all safety programs and procedures which have been instituted by the OWNER.
- 9) ADD the following at the end of paragraph 6.16:

The CONTRACTOR shall supply the OWNER with the phone numbers of key supervisory personnel where they can be reached in case of an emergency during working hours and non-working hours. The phone numbers shall be on file with the OWNER's duly appointed representative prior to starting the project. Phone numbers of key personnel shall be supplied at the preconstruction conference.
- 10) REPLACE the second sentence of paragraph 6.17.A with the following:

All submittals will be identified as ENGINEER may require: provide seven (7) copies of all shop drawings and three (3) of all required.

**ARTICLE 8 – OWNER'S RESPONSIBILITIES**

- 1) REPLACE paragraph 8.02 with the following:

OWNER reserves the right to appoint a new ENGINEER for any reason by written notice to CONTRACTOR.

- 2) REMOVE paragraph 8.06.

**ARTICLE 10 – CHANGES IN THE WORK; CLAIMS**

- 1) REPLACE "but in no event later than thirty days" with "but in no event later than ten days" and "and the other party within sixty days" with "and the other party within fifteen days" in paragraph 10.05.A.

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

- 1) DELETE the phrase "(except losses and damages within the deductible amounts of property insurance established by OWNER in accordance with paragraph 5.06.D)..." in paragraph 11.01.A.5.f

- 2) ADD new paragraph 11.01A.5.K:

The cost of specific consideration for the indemnifications set forth in the contract.

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

- 1) ADD the following paragraphs to Article 12.

12.07 Avoidable delays in the prosecution or completion of the Work shall include all delays which might have been avoided by the exercise of care, prudence, foresight, or diligence on the part of CONTRACTOR.

Delays in the prosecution of parts of the work which may in themselves be unavoidable but do not necessarily prevent or delay the prosecution of other parts of the work nor the completion of the whole Work within the time herein specified; reasonable loss of time resulting from the necessity of submitting drawings to ENGINEER for approval and from the making of surveys, measurements, and inspections; and such interruptions as may occur in the prosecution of the work on account of the reasonable interference of other contractors employed by OWNER, which do not necessarily prevent the completion of the whole work within the time herein specified, will be deemed avoidable delays within the meaning of this Contract. Delays due to adverse weather conditions will be regarded as avoidable delays as the CONTRACTOR should understand that such conditions are to be expected and plan his work accordingly.

12.08 If the work called for under this Contract is not finished and completed by CONTRACTOR, in all parts and in accordance with all requirements, within the time specified for completion elsewhere in these Contract Documents, including extensions of time granted because of unavoidable delay; or if at any time prior to the expiration of said time it should appear to OWNER that CONTRACTOR will be unable to finish and complete said work as aforesaid within said time; and if Contractor's failure or inability to finish the complete said work as aforesaid within said time should be due, as determined by OWNER, to avoidable delay or delays, then in that event OWNER, if it finds such to be for the best interests of OWNER, may, but will not be required to, grant to CONTRACTOR an extension or extensions of time

Influent Pumping Improvements,  
CHP Upgrade, and Miscellaneous Work

within which to finish and complete all said work.

- 12.09 If such an extension of time is granted, CONTRACTOR will be charged liquidated damages as provided for in these Supplementary Conditions of the Contract.
- 12.10 In addition, if the time limit be so extended, OWNER shall charge to CONTRACTOR, and may deduct from the final payment for the work, all engineering and inspection expenses incurred by OWNER in connection with the work during the period of such extension or extensions, except that the cost of final inspections and preparation of final estimates will not be included in such charges.
- 12.11 The granting of any extension of time on account of delays which in the judgement of OWNER are avoidable delays shall in no way operate as a waiver on the part of OWNER of its rights under this Contract.
- 12.12 Time is of the essence of this Contract. In case all work called for by the Contract is not finished and completed in all parts and in accordance with all requirements of the Contract on or before the time specified for completion in the Contract Documents (extended by extensions of time granted because unavoidable delay), substantial damage will be sustained by OWNER. If, because of avoidable delay, OWNER should grant to CONTRACTOR an extension of time to finish and complete all the work, it will be difficult and impracticable to determine the actual amount of damage which OWNER will sustain by reason of Contractor's failure to complete the Contract within the time specified as extended. In that event, CONTRACTOR shall pay to OWNER as liquidated damages and not as a penalty the sum of \$500.00 per each and every calendar day required by CONTRACTOR to complete the Contract. The OWNER reserves the right to deduct the liquidated damages from the final payment, said amounts shall be additional to such other amounts as CONTRACTOR may be required to pay by virtue of other provisions of the Contract because of the granted extensions of time necessitated by avoidable delays.
- 12.13 OWNER shall charge to CONTRACTOR and may deduct from the periodical and final payment for the work all engineering and inspection expenses incurred by OWNER in connection with any overtime work. For any such overtime during the regular specified construction period beyond the regular 8 hour day and for any time worked on Saturday, Sunday, or holidays the charges for such personnel will be as shown in the schedule following.
- 12.14 These Supplementary Conditions of the Contract provide for the payment by CONTRACTOR to OWNER of certain engineering and inspection expenses in the event OWNER should grant to CONTRACTOR an extension or extensions of time because of avoidable delay. The amount of said engineering and inspection expenses shall be computed and determined on the basis of the per hour schedule of charges as shown in the following schedule.

**ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION**

- 1) REPLACE paragraph 14.01.A with the following:

The schedule of values as provided in paragraph 2.07.A will serve as the basis for progress payments. Progress payments on account of unit price work will be based on the number of units completed.

- 2) DELETE the first sentence of paragraph 14.02.A and replace it with the following:
- At least twenty days before each progress payment is scheduled (but not more often than once a month), CONTRACTOR shall submit to OWNER for review, an application for payment filled out and signed by CONTRACTOR covering the work completed as of the date of application, and accompanied by the standard "Contractor's Declaration" form and such other supporting documentation as is required by the Contract Documents.
- 3) ADD new paragraphs immediately after paragraph 14.02A.3 of the General Conditions to read as follows:
- 4) Materials and equipment listed in progress estimates will not be considered for payment until the following requirements have been fulfilled.
- a) The Contractor must present an invoice to the OWNER for each item of equipment he is requesting payment for. The invoice must be broken down to show the costs for the actual equipment, and reasonable costs for O&M Manuals, spare parts, start-up certification, training, testing, final acceptance testing, and any other services required by Contract.
  - b) Sufficient monies have been allocated in the payment requisitions line items to cover all of the costs listed in "a" above, plus the costs of physically installing the equipment.
  - c) The equipment has been submitted and accepted for use in this Project.
  - d) The equipment is acceptably stored and protected when delivered to the site. Storage in a bonded warehouse until delivered to the site will require proof of bonding, and insurance coverage specifically for the item being stored.
  - e) The manufacturer's short and/or long term storage requirements have been received by the OWNER, prior to payment.
  - f) The Contractor has established a program to implement the manufacturer's required storage procedures. Said program to consist of at the very least a written schedule of daily, weekly, monthly, etc., routine maintenance requirements for each piece of equipment. A copy of this schedule to be presented to the OWNER prior to each requisition submittal, signed by the Contractor, stating that the required maintenance has been performed.
  - g) Signed, notarized Title Transfers, format to be furnished by the OWNER, must be furnished for each item of equipment.
- 5) When the above has been complied with to the satisfaction of the Engineer, payment will be authorized for the full invoice values of the item of equipment, less normal retainage and less all costs for O&M Manuals, spare parts, start-up certification, training, testing, final acceptance testing, and installation.

#### **ARTICLE 17 - MISCELLANEOUS**

- 1) ADD the following paragraphs immediately after paragraph 17.05 of the General Conditions which is to read as follows:
- 17.06 Sections of Division 1 - General Requirements govern the execution of all Sections of the Specifications.
  - 17.07 Excess Cost of Engineering
  - 17.07.A The regular 8-hour work day shall be normal work hours established by Contract 1 and shall be adhered to by the other Contracts for purposes of this Article. The Owner shall charge to the Contractor and may deduct from the periodical and final payment for the work all engineering and inspection expenses incurred by the

Influent Pumping Improvements,  
CHP Upgrade, and Miscellaneous Work

Owner in connection with any overtime work during the regular specified construction period beyond the regular eight hour day and for any time worked on Saturday, Sunday, or holidays.

- 17.07.B The Contractor shall pay to the Owner the cost of certain engineering and inspection expenses in the event the Owner shall grant to the Contractor an extension or extension of time beyond the original date for final completion due to avoidable delay.
- 17.07C Two submittals of an equipment or material shop drawing are allowed under this contract. Should the submittal be rejected after the second submittal, excess engineering will be charged. See Section 01330, Article 1.03.S.
- 17.07D Excess engineering may be charged for review of product substitutions if requested beyond the limit of 30 days after the date established in the Notice to Proceed. See Section 01600, Article 1.6.
- 17.07E Excess Engineering will be charged for review of structural calculations relating to superimposed loads for Contractors equipment in accordance with Section 01700, Article 1.7.G.
- 17.07F Excess Engineering charges will be based on the Engineer's actual labor and expenses at the same rate the Owner is charged.

END OF SECTION

SECTION 00910

ADDENDA

PART 1 – GENERAL

1.1 ADDENDA AND INTERPRETATION OF PROJECT DOCUMENTS

- A. Addenda to the Project Documents may be issued prior to the opening of Bids to clarify or modify the Project Documents. If any prospective Bidder is in doubt as to the true meaning of any part of the Project Documents, he may submit a written request for clarification to the Engineer. The individual submitting the request shall be responsible for prompt delivery to the Engineer. To be given consideration, written requests must be received by the Engineer at least ten (10) days prior to the date fixed for the opening of Bids.
  
- B. Any clarification, modification, or interpretation of the Project Documents will be made only by a written Addendum. The Owner and the Engineer will not be responsible for any other explanations or interpretations of the Project Documents. Each Addendum issued will be mailed to purchasers of record on file with the Engineer to whom the Project Documents have been issued, not later than three (3) days prior to the date fixed for the opening of Bids. All Addenda issued become a part of the Project Documents and shall be submitted with the Bid. Failure of a bidder to receive such addenda shall NOT relieve the bidder from any obligation under his Bid as submitted.

END OF DOCUMENT

THIS PAGE INTENTIONALLY LEFT BLANK

MAY 2022

Influent Pumping Improvements,  
CHP Upgrade, and Miscellaneous Work

SECTION 00915

CHANGE ORDER

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

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

Agreement Date: \_\_\_\_\_

NAME OF PROJECT: INFLUENT PUMPING IMPROVEMENTS, CHP UPGRADE, AND  
MISCELLANEOUS WORK AT THE  
JOINT WASTEWATER TREATMENT PLANT

OWNER: \_\_\_\_\_ Joint Wastewater Treatment Plant

CONTRACTOR: \_\_\_\_\_

The following changes are hereby made to the CONTRACT DOCUMENTS:

Justification:

Change to CONTRACT PRICE \$ \_\_\_\_\_

Original CONTRACT PRICE \$ \_\_\_\_\_

Current CONTRACT PRICE adjusted by previous CHANGE ORDERS \$ \_\_\_\_\_

The CONTRACT PRICE due to this CHANGE ORDER will be (increased) (decreased) by:  
\$ \_\_\_\_\_

The new CONTRACT PRICE including this CHANGE ORDER will be \$ \_\_\_\_\_

Change to CONTRACT TIME: \_\_\_\_\_

The CONTRACT TIME will be (increased)(decreased) by \_\_\_\_\_ calendar days.

The date for completion of all work will be \_\_\_\_\_ (Date).

Requested by: \_\_\_\_\_

Recommended by: \_\_\_\_\_

Ordered by: \_\_\_\_\_

Accepted by: \_\_\_\_\_

THIS PAGE INTENTIONALLY LEFT BLANK