

# Special Conditions

**1. Standard of Quality.** The various materials and products specified by name or description in the Project Documents, as applicable, are given to establish a standard of quality and cost. It is not the intent to limit the Contractor to any one material or product specified, but rather to describe a minimum standard that is acceptable. When products of particular named manufacturers are specified, it is intended and shall be understood that the proposal tendered by the **Contractor include those products in their base bid.**

Should the contractor desire to submit for consideration other unspecified product or products, as equal to those specified, the contractor shall furnish with his proposal a list of any product or products they propose to incorporate in the work other than those specified herein by manufacturer's name. The list shall be accompanied by descriptive information for each unspecified product or products, including, as applicable, detailed drawings and specifications, certified operation data, and experience records.

Township will solely determine if the alternate product or products submitted by the contractor meet the requirements of the Specifications and are, in all respects, equal to the products specified by name in the Specifications.

**2. The contractor shall submit to Township a preliminary schedule of proposed operations to be carried out during the contract when he submits his bid.** In this schedule, they shall state the start week, and the estimated number of days required for each major element of work.

**3. The Contractor shall, within fifteen (15) days of receipt of the notice of award of contract, submit the required documents together with the executed Construction Agreement.** Work on the Project shall start on or before the **Start Date**. The Project shall be fully and finally completed by the **Outside Date**

**6. The drawings are schematic in nature. Contractor is required to check all dimensions and quantities of the Plans or schedules** given to them and shall notify the Engineer of all errors, omissions, conflicts, and discrepancies found therein which may be discovered by examining and checking the Plans. Figures marked on the Plans shall, in general, be followed in preference to scaled measurements. Large scale drawings shall, in general, govern conditions already established.

**7. The Contractor shall depend entirely on measurements by themselves,** scaled and figured dimensions to the contrary notwithstanding, but no deviation from the specified dimensions will be allowed unless authorized by the Engineer.

**8. Given the age of the structure, The contractor acknowledges** that any description or scope of work does not reflect all the work required to complete the project, but merely outlines the major elements of work.

**9. Prices proposed shall include all ancillary items of work** whether indicated on the plans and specifications or not, including coordination of work.

**10. Storage of materials:** Contractor will be solely responsible for the proper storing and protecting of all such materials, tools and equipment. Township shall not be responsible for any missing or damaged items.

**11. Shop drawings, material submittals and/or field layouts are required for all items of work.**

Checking of shop drawings is only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. The approval of drawings and layouts submitted by the Contractor, shall not constitute a waiver of any of the requirements of this Contract, nor shall Township be compelled to accept any structure, equipment, or apparatus unless it passes all the tests and requirements of the Specifications.

The Contractor is responsible for dimensions to be confirmed and correlated at the job site, for information that pertains solely to the fabrication process or to techniques of construction, and or the coordination of the work of all trades.

Shop drawings shall be complete to permit adequate checking. All drawings relating to a specific piece of equipment, or to a specific phase of building construction, shall be incorporated into one shop drawing submission. Shop drawing submissions which do not conform to the above requirements will be rejected.

**12. The contractor shall schedule a pre-job meeting** to review the work scope, site conditions, and required procedures and practices prior to beginning work. Meeting must include the Township representative, the engineer, and representatives of any subcontractors .

**13. The contractor shall submit manufacturer's data sheets and MSDS (or SDS, Safety Data) sheets** for all products prior to delivering products to the site.

The engineer is sole judge of quality and suitability of materials brought onto the site. If any material is condemned by the engineer as unsuitable or not in conformity with the specifications, the Contractor shall immediately remove and replace the material, even though it may have been passed previously as acceptable.

**14. Contractor shall submit all questions and requests in writing.**

**15. Field Change Orders**

A field change order is the formal verification of a change in the scope or terms of the contract. If either party to the Agreement finds that existing conditions require modifications or changes to the original Project Documents, or, in the case of the Contractor, is asked to perform additional work, such party shall submit an FCO document which describes the change and, in the case of the Contractor, states the price change or the basis on which the price will be changed. Any FCO request must be reviewed and approved by the non-requesting party in writing prior to the commencement of any work outlined on the request. No extra work of any nature shall be performed unless an itemized estimate has been reviewed and approved by Township in writing.

**16. No work shall take place between the hours of 7pm and 7am unless authorized by the Township.** Contractor must receive advance approval from Township for any work on Saturdays or Sundays.

**17. A site utilization plan showing security and safety fencing** must be submitted by contractor prior to start of work. Contractor must maintain sufficient barriers and warning signs to ensure everyone's safety at all times for duration of project.

**18. During the construction process**, the contractor shall take all precautions that may be required to prevent any physical damage or changes from occurring within or beyond the limits of the work. These precautions should **include but not be limited to shoring** and barricades and tarps or other barriers to contain dust, overspray and debris to the immediate work area. Any direct or indirect damage or disturbance caused by or as a result of the work shall be remedied at the contractor's expense.

**19. The contractor shall, at all times**, keep the premises free from accumulation of waste material or rubbish caused by his employees or the work. Before the work will be considered as having been completed, the contractor shall clean and remove from the project and adjacent areas, all surplus and discarded material, equipment and temporary structures and shall leave the project "Broom Clean".

**20. Dumpster service and sanitary facilities** (porta-potties) for entire project must be provided by Contractor. Legal Disposal of all removed materials shall be the complete and full responsibility of the Contractor.

**21. Contractor's construction vehicles** shall enter the project site and park in areas as directed by Township.

**22. The contractor is expected to provide** their own sanitary facilities and all electrical power/lighting to perform the work. The site has no water or power in the building.

**23. All contractor personnel** must be outfitted with appropriate uniform clothing which includes shirt (no sleeveless shirts), long legged trousers, and safety shoes in addition to any PPE required for the specific task being performed.

**24. Compliance with OSHA Safety and Health Standard is mandatory.** The contractor shall perform all work in a safe, reliable, and efficient manner conforming in every respect to all applicable portions of the latest edition of the OSHA Safety and Health Standards. The contractor shall furnish and keep at the site a first aid kit and a 25 lb fire extinguisher that are fully accessible at all times.

**25. Smoking is not permitted within 50ft of barn.**

**End of Special Conditions**

# **Standard General Conditions - Supplementary Conditions**

These Supplementary Conditions amend or supplement the **Standard General Conditions** of the Construction Contract (**EJCDC C-700, 2018 ed.**) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

## **SC-1 Definitions**

The terms used in these Supplementary Conditions which are defined in the Standard General Conditions of the Contract Documents (**EJCDC C-700, 2018 ed.**) have the meanings assigned to them in the Standard General Conditions except as follows:

**Working Day(s)** is (are) day(s) or any part of a day, in increments of one-half day, which Work was actually performed

**Calendar Day(s)** are all days from Notice to Proceed until the Substantial Completion and includes all Saturdays, Sundays and Holidays.

### **SC-1.01.A.22 ENGINEER's Consultant**

Or **Architect, Consultant or Expert**, on this project.

### **SC-1.01.A.42 Substantial Completion**

ENGINEER shall determine that the project is substantially complete after the work can be used for the purpose for which it is intended and completion of final restoration. CONTRACTOR shall remain responsible for restoration until vegetation is established.

**Also see: SC-10.05 (Determination of Unit Price Work) and 13.03 (Unit Price Work)**

#### **A. MEASUREMENT**

1. All measurements for payment will be based on the completed work performed in accordance with the Drawings and Specifications and with the Contract Bidding and Payment Items Schedules. All work completed under the Contracts shall be measured by the Engineer according to the methods outlined in the measurement paragraphs of this Section.

#### **B. PAYMENT ITEMS**

1. Each lump sum or unit price stated in the Bid Form and below shall constitute full compensation for each completed item of the work as indicated on the Drawings and as specified. This is the price and payment for furnishing all labor, material, plant, tools, and equipment required to acceptably complete each of the work items.

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Unless otherwise specified, the transportation and the **LEGAL disposal** of spoil material (on- or off-site) shall be included in the unit and lump sum prices bid.

All excavation shall be unclassified and no extra compensation shall be paid for rock, water or other materials encountered.

## 2. Payment for Tests and Inspections:

- a. Include the costs of laboratory tests as required in various Specifications Sections in the Lump Sum or Unit Price Bid for the Work and no separate or extra payment will be made for such tests.
  - b. Include the costs of shop tests and inspections in the Lump Sum or Unit Price Bid for the Work, and no separate or extra payment will be made for such tests and inspections.
  - c. Include the cost of field tests (including compaction tests) as required in various Specifications Sections in the Lump Sum or Unit Price Bid for the Work and no separate or extra payment will be made for such tests. Contractor shall furnish all necessary fees, labor, materials, and equipment for such tests and inspection and, shall bear all costs thereof.
3. All costs incurred by the Contractor to complete the Work shall be included in the Lump Sum or Unit Price Bid, including but not limited to:
- a. Overhead and profit.
  - b. Taxes and fees.
  - c. Meetings and project coordination.

## C. GENERAL ITEM DESCRIPTIONS

1. Maintenance and Protection of Traffic: The cost of this item shall be included in the price for all work requiring traffic control and shall include all those items temporarily used in the course of construction to assure adequate flow of traffic; including, but not limited to signs, barriers, flagmen, steel plate and items required by the Township and State for work along Township and State roads.
2. The contractor shall maintain sufficient barricades and warning signs during the progress of the work both day and night, shall maintain sufficient other barricades, lights, danger signals, and other devices for the safety of the public, and the work must be conducted at all times, in such a manner, as to offer the least inconvenience to adjacent property owners.
3. Before beginning any work, the contractor shall submit to the Engineer schedule of proposed operations to be carried out during the contract. In this schedule, he shall state the approximate time of beginning and the estimated

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number of days required for each segment of the work. The contractor shall also submit a list of sub-contractors, if any, with the operation schedule.

4. If Applicable: Traffic and Safety Control Procedures (To be performed by CONTRACTOR):

At all times, the contractor shall implement safe Work Zone Traffic Controls in constant coordination with the Edgmont Township Police Department and (if necessary) the School District.

At the end of each workday the road MUST BE restored to 2-way traffic with appropriate Work Zone Traffic Controls.

If Applicable: Available Construction Lay Down and Mobilization Area  
The Township shall make available a parking/staging area on a Township Road if necessary.

5. Compliance To OSHA Safety and Health Standard for the Construction Industry: The contractor shall perform all work in a safe, reliable, and efficient manner conforming in every respect to all applicable portions of the latest edition of the OSHA Safety and Health Standards for the Construction Industry.

## **SC-3.01 Intent of Documents**

Add to the end of Article 3.01 of the Standard General Conditions the following:

If there is any conflict between the provisions of these Contract Documents and any such referenced provisions of standard specifications, manuals or codes of technical societies, organizations or associations, the more stringent requirements shall apply. This includes any conflicts that may exist between documents and plans within these Contract Documents, the more stringent shall apply.

## **SC-3.02 Reference Standards**

Add the following paragraph:

3. All construction methods and materials shall comply with the following appropriate specifications:
  - A. PennDOT Publication 408 "Specifications" with current revisions.
  - B. Work Zone Traffic Control Standards, 67 PA Code, Chapter 203
  - C. Edgmont Construction Standards, Specifications, Codes, and Ordinances.

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D. Regulatory Requirements: Comply with the Americans with Disabilities Act (ADA) and with code provisions as adopted by authorities having jurisdiction.

## **E. PaUCC, 2021\_IBC**

4. Covid-19 Contractor Compliance – Intentionally left blank

### **SC – 4.03 Reference Points**

Add Article 4.03 B to the Standard General Conditions as follows:

**Construction stakeout will be the responsibility of the Contractor.**

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

Add Article 5.02 to the Standard General Conditions as following:

CONTRACTOR shall perform his work in such a manner as to interfere as little as possible with the use of any roads or adjoining property. No excavation shall be left open or other obstructions allowed to remain any longer than is absolutely necessary, and the CONTRACTOR shall provide all safeguards and temporary passageways that maybe necessary for the convenience and protection of all persons using said highway either by day or night.

CONTRACTOR shall also hold himself responsible for all damage done to his work by heavy rains or floods, and he shall take all reasonable precautions to provide against damages by heavy rains to adjoining property by building such temporary channels to carry off the storm water as the nature of the work may require.

CONTRACTOR shall be aware that if any historical or archaeological resources are found during the work, any activities in the affected area will stop. CONTRACTOR shall notify OWNER of such resources, OWNER will contact the Pennsylvania Historical and Museum Commission.

If work is delayed due to any action by OWNER or the Commission, OWNER will only grant an extension of time and only if all work is ordered to stop. CONTRACTOR shall make no financial claims against OWNER due to historical or archaeological resources found during the work. All historical and archaeological resources found during the work will remain property of the Commonwealth of Pennsylvania.

### **SC-5.03 Physical Conditions-Underground Facilities**

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Add Article 5.03 to the Standard General Conditions as follows:

**The existence and location of underground utilities** indicated on the plans are not guaranteed and shall be investigated and verified in the field by the contractor before starting work. Excavations in the vicinity of existing structures and utilities shall be carefully done by hand. The contractor shall be responsible for any damage to, and for maintenance and protection of, existing utilities and structures. **Contractor must complete PAONECALL prior to start of any work at each respective site. (1-800-242-1776)**

All property lines and survey monuments which may be disturbed during construction shall be properly tied into fixed points before being disturbed, and properly re-set by the Contractor upon completion of the work, as directed by the Engineer and no payment shall be made therefor.

## **SC-6.03 Contractor's Liability Insurance**

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

(1)	State:	Statutory
(2)	Federal:	Statutory
(3)	Employer's liability:	
	Bodily injury by accident each accident	\$1,000,000.00
	Bodily injury by accident each employee	\$1,000,000.00

### **Statutory Limits for Workers' Compensation \$500,000**

- (4) **Two Million Dollars (\$2,000,000) total aggregate liability.**

Contractor's Liability Insurance shall also include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor:

(1)	General Aggregate (Except Products-Completed Operations)	\$1,000,000.00
(2)	Products-Completed Operations Aggregate	\$1,000,000.00
(3)	Personal and Advertising Injury (per Person/Organization)	\$1,000,000.00
(4)	Each Occurrence (Bodily Injury and Property Damage)	\$1,000,000.00

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- (5) Property Damage liability insurance will provide Explosion, Collapse and Underground coverage's where applicable.
  
- (6) Umbrella Form Liability
  - General Aggregate \$3,000,000.00
  - Each Occurrence \$1,000,000.00
  
- Automobile Liability:
  - Combined Single Limit (Bodily Injury and Property Damage) Each Accident: \$1,000,000.00

6.03.C Persons or entities to be included on policy as additional insured:

**Edgmont Township – also to be Certificate Holder  
Yerkes Associates, Inc.**

IF Applicable: Individual Property Owners where the work is to occur.

If applicable; Contractor shall provide an advanced notice of cancellation period of 30-days to Edgmont Township, and shall also provide a new certificate of insurance for uninterrupted coverage.

6.03.C. The Contractual Liability coverage required by paragraph 6.04 of the Standard General Conditions shall provide coverage for not less than the following amounts:

- (1) General Aggregate \$1,000,000.00
- (2) Each Occurrence (Bodily Injury and Property Damage) \$1,000,000.00

## **SC-6.04 Property Insurance**

Delete Article 6.04.A (Builder's Risk) of the Standard General Conditions in its entirety and insert the following in its place:

6.04.A CONTRACTOR shall purchase and maintain property insurance upon the Work at the site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in these Supplementary Conditions or required by Laws and Regulations). This insurance shall:

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- 6.04.A.1. include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER'S Consultants, **INDIVIDUAL PROPERTY OWNERS**, and any other persons or entities identified in the Supplementary Conditions, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;
- 6.04.A.2. be written on a **Builder's Risk "all-risk"** or open peril or special causes of loss policy form that shall at least include insurance for physical loss and damage to the Work, temporary buildings, false work and Work in transit and shall insure against at least the following perils: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils as may be specifically required by the Supplementary Conditions.
- 6.04.A.3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
- 6.04.A.4 cover materials and equipment in transit for incorporation in the Work or stored at the site or at another location that was agreed to in writing by OWNER prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by ENGINEER; and
- 6.04.A.5 be maintained in effect until final payment is made unless otherwise agreed to in writing by OWNER, CONTRACTOR and ENGINEER with thirty days written notice to each other additional insured to whom a certificate of insurance has been issued.
- 6.04.A.6 The following persons or entities are identified as insured or additional insured under property insurance policies:

**Edgmont Township – also to be Certificate Holder  
Yerkes Assoc. Inc.**

IF Applicable: Individual Property Owners where the work is to occur

The policies of insurance required to be purchased and maintained by CONTRACTOR in accordance with this Article 6.03 shall comply with the requirements of Article 5.06.C of the Standard General Conditions.

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## **SC-7-02.C Supervision and Superintendence**

Add Article 7.02.C to the Standard General Conditions as follows:

Emergency Work – The contractor shall have available at all time, including nights, weekends, and holidays, an emergency maintenance crew and a person of authority and responsibility to act in cases of emergency such as equipment failure, flooding, cave-ins, etc., resulting from the construction of the contract. The contractor shall submit to the owner the names and locations of emergency personnel prior to the start of construction. The contractor will be responsible for the cost of any such emergency work done by any other entity.

## **SC-7.03.D Wage Records**

Add Article 7.03.D to the Standard General Conditions as follows:

Contractor shall prepare and maintain, for a period of not less than **two (2) years** from the completion of work, accurate and detailed records of wage rates and hours for all workers employed on the project, which records shall be available for inspection and copying by the owner at reasonable times.

## **SC-7.07 Concerning Subcontractors and Suppliers**

Add Article 7.07.N to the Standard General Conditions as follows:

**Construction stakeout will be the responsibility of the Contractor.**

## **SC-7.07 Concerning Subcontractors, Suppliers, and Others**

Add to **Article 7.07** to the Standard General Conditions as follows:

OWNER or ENGINEER may furnish to any such Subcontractor, Supplier, or other person or organization, to the extent practicable, evidence of amounts paid to CONTRACTOR in accordance with CONTRACTOR's Applications for Payment.

## **SC-7.13.B Safety & Protection (Sanitary Facilities)**

Add to **Article 7.13** to the Standard General Conditions as follows:

**CONTRACTOR shall provide toilet facilities** for the use of all personnel working on the project. Facilities shall be portable type and shall be kept in a clean and sanitary condition.

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## **SC-15.01.B Review of Applications for Progress Payment**

Add to Article 15.01.B of the Standard General Conditions as follows:

Payments by OWNER to CONTRACTOR will be authorized by OWNER at the next regularly scheduled monthly Public Meeting of OWNER. Payment will be released in accordance with the OWNER's regular payment schedule.

**Payments shall be made only for work completed according to the detailed cost breakdown or Schedule of Values. Retainage in the amount of TEN percent (10%) of the value of the completed work shall be withheld including for the final payment application.**

## **SC-17.01. Dispute Resolution – Methods and Procedures**

Add the following new paragraphs immediately after paragraph 17.01.A of the Standard General Conditions:

All claims, disputes, and other matters in question arising out of, or relating to this Contract of the breach thereof may, if mutually agreed in writing by the parties, be decided by arbitration in accordance with the Construction Arbitration Rules of the American Arbitration Association.

Notice of the request for arbitration shall be filed in writing with the other party to the Agreement and with the American Arbitration Association and a copy shall be filed with the ENGINEER. The request for arbitration shall be made within a reasonable time after the claim, dispute, or other matters in question has arisen and in no event shall it be made after institution of legal or equitable proceedings based on such claims, dispute, or other matters in question would be barred by the applicable statute of limitations.

The CONTRACTOR will continue with the Work and maintain the progress schedule during any arbitration proceedings unless otherwise agreed by the CONTRACTOR and the OWNER in writing.

**- End of Supplementary Conditions -**

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**Reference: Standard General Conditions (reference EJCDC C-700, 2018 Edition, copy available upon request)**

## **Supplementary Conditions:**

- I.** Drawings to be furnished by Contractor
- II.** Execution, Correlation and Intent of Documents
- III.** Contractor to Check Plans and Data
- IV.** Approval of Shop Drawings and Submittals
- V.** Engineer Sole Judge of Quality and Suitability
- VI.** Brand name or approved equal (equal alternative)
- VII.** Inspection and testing
- VIII.** Compliance with laws and regulations
- IX.** Field Change orders
- X.** Insurance requirement
- XI.** Approval for payment
- XII.** Contractor's Understanding

### **I. Drawings to be Furnished by Contractor (when applicable)**

The Contractor shall furnish the Engineer detailed drawings of structures and equipment which are to be incorporated into permanent construction, and which are not furnished by the Engineer. Such tracings and prints, as required, shall become the property of the Owner.

The Contractor shall provide the Engineer with information and drawings showing the arrangement and location of temporary structures, bracing, sheeting, and equipment, and the Contractor shall not erect or install any such temporary structures without the approval of the Engineer.

The Contractor shall furnish shop and setting drawings for all fabricated materials which are to be incorporated into permanent construction. Such shop and setting drawings shall be submitted to the Engineer for approval, in accordance with the Specifications and the provisions of the Contract.

### **II. Execution, Correlation and Intent of Documents:**

The Contract Documents are complementary and what is called for by any one shall be as binding as if called for by all. The intention of the documents is to include all labor, materials, tools, equipment, supplies/incidentals, and transportation necessary for the proper execution of the work.

The Engineer will decide as to the meaning or intent of any portion of the specifications or plans, and where the same may be found obscure or in dispute he shall have the right to correct any errors or omissions therein. All work that may be called for in the specifications and not shown on the plans, or shown on the plans, and not called for in the specifications, shall be executed and furnished by the Contractor as if described in both ways. if any incidental work or material is required which is not denoted in the

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specifications or plans, either directly or indirectly, but which is nevertheless necessary for the proper carrying out the intent thereof, the Contractor is to understand the same to be implied and required and shall perform all such work and furnish all such material as fully as if the work were partially delineated or described, and without extra cost to the Owner.

## **Where Conflicts Exist: the more Stringent Requirements Apply**

Specifications and documents referenced such as **PA UCC** or other Technical or Regulatory, or other Reference, including these contract documents, shall be carried out in accordance with said referenced documents.

The Technical References shall serve as the minimum requirement whenever no specification is noted herein. The specifications in these Contract Documents are intended to meet or exceed the industry standards noted.

If there is any conflict between the provisions of these Contract Documents and any such referenced provisions of standard specifications, manuals or codes of technical societies, organizations or associations, the more stringent requirements shall apply. This includes any conflicts that may exist between documents and plans within these Contract Documents, the more stringent shall apply.

All materials, construction, standard procedures, and quality control shall be in accordance with the provisions outlined in the following sections. All payments shall be made in accordance with the items of work listed in the "Form of Proposal".

### **III. Contractor to Check Plans and Data**

The Contractor is required to check all dimensions and quantities of the Plans or schedules given to him by the Engineer and shall notify the Engineer of all errors, omissions, conflicts, and discrepancies found therein which may be discovered by examining and checking the Plans. He will not be allowed to take advantage of any error or omission in these Specifications, nor in the Plans or schedules, as full instructions will be furnished by the Engineer should such errors or omissions be discovered, and the Contractor shall carry out such instructions as if originally specified.

Figures marked on the Plans shall, in general, be followed in preference to scale measurements. Large scale drawings shall, in general, govern conditions already established.

The Contractor shall depend entirely on measurements by himself, scaled and figured dimensions to the contrary notwithstanding, but no deviation from the specified dimensions will be allowed unless authorized by the Engineer.

### **IV. Approval of Shop Drawings and Other Submittals**

The approval of drawings and/or other Submittals, submitted by the Contractor, shall not constitute a waiver of any of the requirements of this Contract, nor shall the Owner be compelled to accept any structure, equipment, or apparatus unless it passes all the tests

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and requirements of these Specifications. The approval of drawings and submittals shall be general, and shall not relieve the Contractor of responsibility for the accuracy of such drawings, nor for the proper fitting and construction of the work.

Checking of shop drawings is only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. The Contractor is responsible for dimensions to be confirmed and correlated at the job site, for information that pertains solely to the fabrication process or to techniques of construction, and or the coordination of the work of all trades.

The procedure in seeking approval of drawings being submitted by the Contractor shall be as follows:

1. The Contractor shall submit four prints of the drawings to the Engineer for his approval. The drawings shall be accompanied by a letter of transmittal, in duplicate, containing the names of the project, the name of the Contractor, the number of drawings, titles, and other requirements. Unless otherwise specified, such drawings shall be submitted at least 14 calendar days before they are required for fabrication of the materials by the Contractor or supplier. This time requirement may be reduced only by the written authorization of the Engineer.
2. When a drawing is acceptable to the Engineer, it will be stamped "Approved", be dated, and two copies thereof will be returned to the Contractor by letter. The Contractor shall then insert date of the approval on the tracing and promptly furnish the Engineer with five (5) additional prints of the approved drawings.
3. When a drawing is generally acceptable to the Engineer, but requires correction of minor details, the Engineer will note thereon the corrections required, stamp the drawing "Approved as Corrected" and return two copies to the Contractor. The Contractor shall thereupon make the corrections indicated and promptly furnish the Engineer with five (5) additional prints of the approved drawings.
4. Should a drawing be unacceptable to the Engineer, he will stamp the drawing "Revise and Resubmit" and will return two (2) copies to the Contractor with the portions to be revised indicated. The Contractor shall make the revisions and resubmit prints of the revised drawings in quadruplicate, for approval.
5. Should a drawing be submitted which is unacceptable to the Engineer or which does not conform to the Plans and Specifications, the Engineer will note the unsatisfactory portions, stamp the drawing "Not Approved" and return two (2) copies to the Contractor. The Contractor shall make such revisions as are required, and again submit four (4) prints of the corrected drawings for approval.

The Contractor shall revise and resubmit the drawings until approval is obtained. Shop drawings shall be complete to permit adequate checking. All drawings relating to a specific piece of equipment, or to a specific phase of building construction, shall be

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incorporated into one shop drawing submission. Shop drawing submissions which do not conform to the above requirements will be rejected.

## **V. Engineer Sole Judge of Quality and Suitability**

All materials becoming a part of the permanent construction, as called for on the Plans and in the Specifications, shall be first-class in every respect and subject to the approval of the Engineer, who shall be sole judge of their quality and their suitability for the purposes for which they are to be used. He shall be notified whenever the preparation or manufacture of any material for the work is commenced. No material shall be shipped to the work site, mill or plant before it has been inspected and accepted, unless inspection by the Engineer has been waived.

If any material brought on the ground for use in the work is condemned by the Engineer after arrival at the site as unsuitable or not in conformity with the Specifications, the Contractor shall immediately remove and replace such material, even though it may have been passed previously by the inspector as acceptable.

All work shall be carried out in strict conformance with all applicable codes and with the highest standards of workmanship.

## **VI. Brand Name or Approved Equal (or Equal Alternate)**

Wherever in these Plans and Specifications a particular brand, make of material, device or equipment is shown or specified, such material, device or equipment is shown or specified, such material, device or equipment is to be regarded merely as a standard.

When products of particular named manufacturers are specified, it is intended and shall be understood that the proposal tendered by the Bidder include those products in his base bid. Should the Bidder desire to submit for consideration an unspecified product or products, as equal to those specified, the Bidder shall furnish with his Proposal a list of any product or products he proposes to incorporate in the work other than those specified herein by manufacturer's name.

The list shall be accompanied by descriptive information for each unspecified product or products, including, as applicable, detailed drawings and specifications, certified operation data, and experience records. The Owner reserves the right to reject any unspecified product or products submitted which require changes in design, construction, or other changes which may increase the contract price.

The alternate product or products submitted by the Bidder shall meet the requirements of the Specifications and shall, in all respects, be equal to the products specified by name herein and shall be approved by the Engineer.

## **VII. Inspection and Testing**

At his/her own expense the Contractor shall furnish all tests, performed by a reliable testing laboratory approved by the Engineer as directed in the Specifications or Contract Documents and whenever directed to do so by the Engineer.

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All expense (unless otherwise provided for in the specifications) caused by the inspection of any material or equipment shall be borne by the Contractor when certified by the Engineer and by the Owner's representative. The Engineer is the sole judge if it is necessary that any materials or equipment be inspected at the mill.

Satisfactory documentary evidence that material has passed the required inspection and testing must be furnished to the Engineer prior to its incorporation in the work, and rejected materials must be promptly removed from the premises.

## **VIII. Compliance with laws and regulations**

The contractor shall comply with any and all federal, state, or local laws and codes now in effect or promulgated during the term of this contract which apply to the services being contracted. Contractor and his personnel must meet the requirements and have current licenses with **Edgmont Township, Delaware County, PA** prior to undertaking work.

## **IX. Field Change Orders**

A field change order is the formal verification of a change in the scope or terms of the contract. If the contractor finds that existing conditions make modifications in requirements desirable or is asked to perform additional work, he shall submit a FCO document which describes the work change and states the price change or the basis on which the price will be changed. Any FCO request must be reviewed and approved by the engineer prior to the commencement of any work outlined on the request. No extra work of any nature should be performed unless an itemized estimate has been approved by the owner

## **X. Insurance requirements**

See Supplementary Conditions/ Instructions to Bidders for details.

A Certificate of Insurance evidencing current coverage shall be provided no later than **five days** after notice of intent to award contract is provided.

All required insurance coverage must be in effect before start of the contract period and remain in effect for the duration of the contract, including any extensions

## **XI. Approval for Payment**

Contractor will not be paid for actual work completed before the invoice is approved by the engineer. Invoice shall show individual charges for each work item and copies of the job reports and material invoices (if any) shall be attached for review by the engineer prior to submittal

# **Standard General Conditions**

## **XII. Contractor's Understanding**

It is understood and agreed that the contractor has, by careful examination, satisfied himself as to the nature and location of the work, the complete requirements necessary to complete the work, the character of the equipment and facilities needed preliminary to and during the work, the general and specific site conditions and all other matters which can in any way affect the work under this agreement.

**- End of General Conditions -**