

## **GENERAL CONDITIONS**

### **ARTICLE 1 DEFINITIONS**

Wherever used in the Contract Documents, the following terms shall have the meanings indicated, which shall be applicable to both the singular and plural thereof.

- 1.1 Bonds - Performance Bonds, Labor and Material Payment Bonds, Maintenance Bonds, and other instruments of security furnished by the Contractor or Owner and his surety in accordance with the Contract Documents.
- 1.2 Change Order - A written order to the Contractor signed by the Contract Manager and Owner authorizing an addition, deletion or revision in the Work within the general scope of the Contract Documents, or authorizing an adjustment in the Contract Price or Contract Time.
- 1.3 Commission - The Washington Suburban Sanitary Commission (WSSC).
- 1.4 Construction Strip - The right, acquired through formally executed permission of the property owner, permitting the Contractor to use a clearly defined strip or parcel of land across the property of others temporarily during the period of initial construction of a specified utility or facility.
- 1.5 Contract Documents - The System Extension Permit, Bonds, Change Orders, Drawings, Certificate of Substantial Completion, Standard Specifications, these General Conditions, Standard Details, Development Services Process Manual, Supplemental General Conditions, Special Conditions, Special Provisions, and Federal Contract Provisions when appropriate.
- 1.6 Contract Manager (CM)– Contract or Construction Manager of the Commission’s Systems Inspection Group or their authorized representative.
- 1.7 Contractor - The person, firm or corporation with whom the Owner has executed the Contract.
- 1.8 Contractor's Submittals - Shall include but not be limited to all shop, layout and working drawings, diagrams, illustrations, catalog data, brochures, calculations, and other data which are prepared by the Contractor, a Subcontractor, manufacturer, supplier or distributor, which illustrate how specific portions of the Work shall be fabricated or installed.
- 1.9 Day - A calendar day of 24 hours lasting from midnight one day to midnight the next day.
- 1.10 Drawings - The part of the Contract Documents which show the characteristics and scope of the Work to be performed and which have been prepared by or for the Owner. The term is used interchangeably with the word "Plans" and includes Standard Details and Drawings bound with the Specifications.
- 1.11 Engineer - The authorized agent of the Owner.

- 1.12 Environmental Pollution - Presence and action of physical, chemical, biological, and human agents that adversely affect individual and community health and welfare; unfavorably alter or destroy ecosystems of importance to man; or degrade significant aesthetic and recreational values.
- 1.13 Field Order - A written order to the Owner/Contractor issued during construction by the Contract Manager for interpretations, clarifications, and other instructions as to the intent of the Contract Documents.
- 1.14 Inspector - The authorized representative of the Contract Manager assigned to make detailed inspection of any or all portions of the Work or materials therefor.
- 1.15 Latent Defect – A hidden defect in the Work that reasonably careful inspection could not reveal prior to the expiration of the maintenance bond.
- 1.16 Manufacturer - Any person or organization who changes the form of a commodity or creates a new commodity and supplies it for the Work at any tier, but who does not perform labor at the site.
- 1.17 Physical Acceptance Date - That date as certified by the Contract Manager when all work contained in the Contract Documents has been completed, including outstanding items of work that were not required by the Contract Manager for the Certificate of Substantial Completion.
- 1.18 Or Equal - A material, article or method is specified or described by using the name of a proprietary product or name of a particular manufacturer or vendor in the Contract Documents and gives the Owner/Contractor an opportunity to provide an equal substitution. Materials, articles or methods deemed equal by the Contractor which he proposes to incorporate into the Work shall be submitted to the Commission in accordance with requirements set forth in Section 01630.
- 1.19 Owner – Applicant for the System Extension Permit.
- 1.20 Pollutant - Any chemical or physical substance that when introduced into a natural aquatic, atmospheric or soil system will cause adverse impact on that system. Includes grease, oil, bitumens, sewage, salts, adhesives, fuels and, when considering aquatic or atmospheric systems, soil.
- 1.21 Project - The undertaking to be performed as provided in the Contract Documents.
- 1.22 Provide - Means furnish and install, complete in place.
- 1.23 Public Utilities Easement (PUE) - An easement established, by document and dedication by recordation of a plat of subdivision, to permit the construction, maintenance, and operation of the utilities for gas, electric, telephone and cable companies. WSSC facilities are not included.

- 1.24 Release For Service – The date that the Owner transfers title to the improvement to the Commission, and the Commission shall assume the ownership along with maintenance and operation responsibility for the water and/or sewer system within the bounds of the rights-of-way conveyed to the Commission.
- 1.25 Right of Way - The right, acquired by a legally executed and recorded document, permitting the Owner and Commission to use a clearly defined strip or parcel across the land of others for the installation, construction, reconstruction, maintenance, repair, operation, and inspection, with the right of ingress and egress for a specified utility or facility, in perpetuity.
- 1.26 Rock - Any indurate material that requires drilling, wedging, blasting, or other methods of brute force to excavate.
- 1.27 Special Conditions - General requirements that are unique to a particular Project; supplementing, modifying or deleting items covered in Division 1 of the Standard Specifications.
- 1.28 Special Provisions - Technical requirements that are unique to a particular Project; supplementing, modifying or deleting items covered in the various sections of Divisions 2 through 5 and 13 of the Standard Specifications. The Special Provisions for each Specification Section are delineated separately by the section number that it supplements, modifies or deletes, or they appear as new sections with a corresponding new section number.
- 1.29 Specifications - Special Conditions, Special Provisions, and Standard Specifications.
- 1.30 Standard Details - Commission details showing standard elements of construction, methods, and materials for use on water and sewer extension projects.
- 1.31 Structure - Structural entity including but not limited to building, manhole, vault, ductbank, tank, foundation, road, pavement, pipe conductor, substation and pumping station.
- 1.32 Subcontractor - An individual, firm or corporation having a direct contract with the Contractor or with any other subcontractor at any tier for the performance of a part of the Work at the site. Subcontractor shall not mean supplier.
- 1.33 Substantial Completion - That date as certified by the Contract Manager when the construction of the Project or a specified part thereof is sufficiently completed in accordance with the Contract Documents so that the Project or specified part can be utilized for the purposes for which it is intended.
- 1.34 Supplemental General Conditions - Modifications to General Conditions required for the Project.
- 1.35 Supplier - Any person or organization who supplies materials or equipment for the Work at any tier, including that fabricated to a special design, but who does not perform labor at the

- 1.36 System Extension Permit (SEP) – A Commission issued permit for water and/or sewer extensions to the Commission systems. The System Extension Permit is required for the applicant to construct facilities that the Commission will, upon satisfactory completion, take over for maintenance and operation.
- 1.37 System Extension Permit General Conditions and Standard Specifications Book - The part of the Contract Documents that is contained in a separate book and made a part of the Contract Documents by reference, written, approved, and issued as standards for developer built water and sewer extension construction projects. A set of documents conformed for execution of the work required under a System Extension Permit for the Commission
- 1.38 Work - Any and all obligations, duties, and responsibilities necessary to the successful completion of the Project assigned to or undertaken by the Contractor under the Contract Documents, labor, materials, equipment, and other incidentals and the furnishing thereof.
- 1.39 Written Notice - Any notice to any party of the Project relative to any part of the Project in writing and considered delivered and the service thereof completed when posted by mail to the said party at his last given address, or delivered in person to said party or his authorized representative of the Project.

## ARTICLE 2 CONTRACTOR APPROVAL

- 2.1 The Owner must submit the name of the water and sewer contractor for approval prior to the issuance of the System Extension Permit. The Contractor must have previous water and/or sewer experience. When requested by the Commission, the Owner will submit a completed Contractor's Information Report, certifying to the Contractor's organization's financial resources, performance, record, integrity, experience, other qualifications, and equipment and facilities pertinent to the proposed project. The Commission, at its discretion, may make such investigations it deems necessary to determine the ability of the Contractor to perform the work and the Owner shall furnish the Commission all such information and data for this purpose as the Commission may request. The Commission may visit any prospective contractor's place of business, contracts in progress, or contact persons knowledgeable of the contractor's background to determine his ability, capability, reliability, financial stability or other factors necessary to perform the work. The Commission reserves the right to reject any contractor who has failed to perform properly or to complete work in a timely manner on projects of similar nature, or if the investigation shows the contractor is unable to perform the requirements of the water and/or sewer engineering drawings and specifications or if the Applicant fails to complete and submit the Contractor's Information Report in its entirety or if the contractor is currently debarred from doing business with the Commission or any other State, Local or Federal Agency.
- 2.2 The Commission reserves the right to demand removal by the Owner of any Contractor who has failed to perform in accordance with the Contract Documents.

## ARTICLE 3 FIELD ORDERS

- 3.3 The Contract Manager may issue Field Orders that contain interpretations, clarifications, and other instructions as to the intent of the Contract Documents. Upon receipt of a Field Order, the Owner/Contractor shall proceed with the performance of the Work in accordance with all instructions contained therein.

#### ARTICLE 4 CONTRACT DOCUMENTS

- 4.1 The intent of the Contract Documents is that the Owner shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the Work in accordance with the Contract Documents and all incidental work necessary to complete the Project in an acceptable manner, ready for use, occupancy or operation by the Commission.
- 4.2 In resolving conflicts, errors, and discrepancies within the Contract Documents, the Documents shall be given precedence in the following order:

Federal Contract Provisions  
Change Orders  
System Extension Permit Conditions  
Supplemental General Conditions  
General Conditions  
Specifications  
Drawings  
Standard Details  
Development Services Process Manual

Within the Specifications, the Documents shall be given precedence in the following order:

Special Conditions  
Special Provisions  
Standard Specifications, Divisions 2 through 5 and Division 13  
Standard Specifications, Division 1

Division 1, General Requirements, applies to the execution of all Sections of the Specifications from Division 2 through Division 5 and Division 13. Anything mentioned in the Specifications and not shown on the Drawings or shown on the Drawings and not mentioned in the Specifications shall be of like effect as if shown or mentioned in both. Figure dimensions on Drawings shall govern over scale dimensions and detailed Drawings shall govern over general Drawings.

- 4.3 Any discrepancies found between the Drawings and Specifications or any inconsistencies or ambiguities in the Drawings or Specifications shall be immediately reported to the Contract Manager, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. Work done by the Owner/Contractor after his discovery of such discrepancies, inconsistencies or ambiguities prior to corrections directed by the Contract Manager shall be done at the Owner's/Contractor's risk.

#### ARTICLE 5 CONTRACTOR'S SUBMITTALS

- 5.1 The Contractor shall provide all submittals as may be necessary for the prosecution of the Work as required by the Contract Documents. See Section 01330.

## ARTICLE 6 MATERIALS, SERVICES AND FACILITIES

- 6.1 It is understood that except as otherwise specifically stated in the Contract Documents, the Owner shall provide and pay for all materials, labor, tools, equipment, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the Work within the specified time. See Sections 01110 and 01500.
- 6.2 Manufactured articles, materials, and equipment shall be new, and shall be stored, applied, installed, connected, erected, used, cleaned, and conditioned as directed by the manufacturer, and as approved by the Contract Manager. Manufactured articles, materials, and equipment shall meet all specified requirements of the Contract Documents, and their manufacturers and suppliers shall be approved by the Contract Manager before delivery to the Project site. When manufactured articles, materials, and equipment, and their manufacturers and suppliers are named in the Specifications, only those named will be considered and accepted. When the named manufactured articles, materials and equipment are followed by the phrase "or equal", the provisions of Section 01630 shall apply.
- 6.3 Deliveries of material, equipment, and supplies to the Owner, Contractor or subcontractors at the Project site shall be specifically addressed to the Owner, Contractor or Subcontractor and not to the Commission. Commission personnel will not accept deliveries.
- 6.4 Materials and equipment shall be stored to ensure the preservation of their quality and fitness for the work. Stored materials and equipment to be incorporated in the work shall be located and stored to facilitate prompt and safe inspection. Temporary fence shall be provided, when required. Mechanical and electrical equipment delivered to the Project site shall be stored under roof or other approved covering, and on platforms above the ground. Enclosures for equipment shall be weatherproof and motors, which are not totally enclosed, shall be stored in a heated area with a minimum temperature of 50 degrees F. Electric control equipment that has internal electric heaters shall be stored in a dry heated area with electric heaters energized in accordance with manufacturer's recommendations. Valves shall be stored under roof or other approved cover and on wood platforms above the ground. All written instructions and recommendations of the manufacturer and requirements for lubrication, protection, and maintenance of equipment shall be performed during storage, installation, and until it is accepted as substantially complete by the Contract Manager. Materials and equipment damaged including those damaged internally from moisture, improper storage or otherwise shall be replaced or repaired as directed by the Contract Manager at no cost to the Commission.
- 6.5 Materials, supplies, and equipment shall be in accordance with samples, drawings, and catalog cuts submitted by the Contractor and approved by the Contract Manager and shall not be fabricated or delivered to the Work site prior to the Contract Manager's approval of samples

- 6.6 Materials, supplies or equipment to be incorporated into the Work shall be new and shall not be purchased by the Contractor or the Subcontractor subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.
- 6.7 Any materials damaged during the period of construction of the Project shall be repaired or replaced by the Owner as determined by the Commission. Repairs shall be made in accordance with manufacturer's specifications, unless otherwise permitted, as per the System Extension Permit General Conditions and Standard Specifications and are to be made by personnel trained and experienced in making such repairs. Such repairs will be inspected and approved by the Commission prior to issuance of a Certificate of Substantial Completion. All repair procedures shall be on file with the Commission or be submitted and approved prior to commencement of any repair activity.
- 6.8 All Work included in this Project shall be performed in a skillful and workmanlike manner. The Contractor shall employ no plant, equipment, materials, methods or persons to which the Contract Manager objects, and shall remove no plant, equipment or other facilities from the site of the Work without permission of the Contract Manager.
- 6.9 In accordance with the Commission Code of Ethics, a former Commissioner or employee may not act as an agent or representative of any person or entity involved in a business transaction with WSSC for a period of 12 months from the date of the former employee's separation from the Commission. In addition, a former Commission employee is barred from assisting or representing a party in a business transaction with WSSC if the former employee participated significantly in the matter as an employee.

## ARTICLE 7 INSPECTION AND TESTING

- 7.1 All materials and equipment used in the construction of the Project shall be subject to inspection and testing as required and defined in the Contract Documents. See Section 01450.
- 7.2 Upon completion of the Project, the Owner shall perform all tests specified in the Contract Documents. Commission staff must be present at all such testing. In the event one or more of the specified tests fail, the Owner agrees to pay the Retest Fee as established by the Commission. Upon successful completion and approval by the Commission of the testing, the Owner shall have all water mains cleaned and chlorinated.
- 7.3 The Owner shall have a Geotechnical Engineer licensed to practice in the State of Maryland to perform compaction tests. The location and depth of the tests are to be as designated in the Contract Documents. The Owner will provide the Commission with copies of all tests performed. WSSC reserves the right to require additional compaction tests as it may deem necessary.
- 7.4 If the Contract Documents, laws, ordinances, rules, regulations or order of any public authority having jurisdiction require any work to specifically be inspected, tested or approved,

the Contractor shall give the Contract Manager 3 working days notice of readiness. The Contractor shall then furnish the Contract Manager the required certificates of inspection, testing or approval.

- 7.5 Inspection, tests or approvals by the Contract Manager or others are for the sole benefit of the Commission and will not relieve the Contractor from his obligations to perform the Work in accordance with the requirements of the Contract Documents.
- 7.6 The Contract Manager and his representatives shall have access to the location of the Work at all times. In addition, authorized representatives of the Commission or agents of any participating Federal, State or local agency shall be permitted from time to time, as in their sole discretion they may deem necessary, to inspect all Work, materials, and other relevant data and records. All such records shall remain available and accessible during performance of the Work and until 3 years from the date of Release for Service, or, in case of dispute, for a period of 3 years after resolution of said dispute whichever is later. For projects that qualify for system development credit/reimbursement, records shall be available until the final audit has been completed. The Contractor shall provide proper facilities for such access, observation of the Work, and any inspection or testing thereof.
- 7.7 If any work is covered without the approval of the Contract Manager or contrary to requirements elsewhere in the Contract Documents, it shall, if requested by the Contract Manager, be uncovered for his observation and recovered at the Contractor's expense.
- 7.8 If the Contract Manager considers it necessary or advisable that approved covered work be inspected or tested, the Contractor, at the Contract Manager's request, shall uncover, expose or otherwise make that portion of the Work available for observation, inspection or testing as the Contract Manager may require by furnishing all necessary labor, materials, tools, and equipment. If it is found that such work is defective, the Contractor shall bear all the expenses of such uncovering, exposure, observation, inspection, and testing and of satisfactory reconstruction. If however, such Work is not found to be defective, payment to the Contractor shall be made pursuant to Article 15.

## ARTICLE 8 SUBSTITUTIONS

- 8.1 Substitutions for named and specified materials, articles, and methods followed by the phrase "or equal" will only be allowed within the parameters set forth elsewhere in the Contract Documents. See Section 01630.

## ARTICLE 9 PATENTS

- 9.1 The Owner/Contractor shall obtain all necessary patent licenses and pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and hold the Commission harmless from loss on account thereof.

## ARTICLE 10 SURVEYS, PERMITS, REGULATIONS



- 10.1 Unless otherwise specified, the Engineer will furnish all boundary surveys and establish all baselines for locating the principal component parts of the Work together with suitable number of bench marks adjacent to the Work as shown in the Contract Documents. The Owner shall provide all stakeout including line, grade, cut sheets, and the like, necessary for the construction of Commission facilities. Copies should be submitted to the Contract Manager for approval. See Section 01110.
- 10.2 Unless otherwise specified, required permits, licenses, and easements for permanent structures and permanent modifications to existing facilities will be secured and paid for by the Owner.
- 10.2.1 Plumbing or gasfitting of a temporary or permanent nature on a structure or modifications to a structure shall be performed in accordance with The Plumbing and Gasfitting Regulations of the Washington Suburban Sanitary District. The plumbing permit shall be secured by the Contractor, and will be issued by the Commission for no fee.
- 10.3 The Contractor shall give all notices and comply with all applicable permits, laws, ordinances, rules, and regulations bearing on the conduct of the Work as shown and specified. If there is a conflict between requirements specified in the Contract Documents and the permits, laws, ordinances, rules and regulations, the requirements of the permits, laws, ordinances, rules, and regulations shall govern.
- 10.4 Permits obtained by the Owner and the Commission for this Project are listed on the Drawings.

#### ARTICLE 11 RIGHTS-OF-WAY

- 11.1 The Owner will convey, at no cost or expense to the Commission, all necessary rights of way for the Project to be constructed pursuant to the System Extension Permit. These rights of way shall provide for the construction, reconstruction, maintenance, repair, operation, and inspection of the Project. The Owner shall have executed and delivered all off-property rights of way and on-property rights-of-way for sewer only projects prior to the approval of the Drawings. Off-property rights of way will be recorded upon receipt. The Owner shall execute and deliver on-property rights of way prior to the Release for Service, which shall constitute an irrevocable offer by the Owner to convey all on-property rights of way to the Commission. Recordation of the on-property rights of way shall constitute acceptance by the Commission, and shall not occur until completion and Release for Service of the Project.
- 11.2 The System Extension Permit shall serve as a Right of Entry for the Owner and its Contractors and assigns to enter Commission rights of way during the term of the System Extension Permit for the purpose of constructing the Project. The Owner must comply with all notice and restoration requirements specified in the Contract Documents.

#### ARTICLE 12 PROTECTION OF WORK, PROPERTY AND PERSONS

12.1 The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. He shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees performing the Work and other persons who may be affected thereby, all the work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation or replacement in the course of construction.

In case of suspension of Work for any cause, the Contractor shall be responsible for the Project and shall take such precautions as may be necessary to prevent damage to the Work, all material or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, provide for proper drainage, provide temporary heat, light, and other required utilities and services, and shall erect any necessary temporary structures, signs, or other facilities at his expense. In addition, the Contractor shall properly and continuously maintain in acceptable growing condition all living material in newly established plantings, seeding, and sodding furnished under this Project, and shall take adequate precautions to protect new and existing growth against injury.

12.2 The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction. He shall erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection. He shall notify owners of adjacent utilities when prosecution of the Work may affect them. See Section 01150.

12.3 In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Contractor, shall act, at his discretion, to prevent threatened damage, injury or loss.

12.4 When the Commission has been notified of emergency situations requiring in the Contract Manager's opinion, immediate attention and rectification, the Contract Manager will so notify the Owner/Contractor. Should the Contractor not commence work to rectify the situation within 1 hour after notification, the Commission may perform the required work and invoice all costs to the Owner.

## ARTICLE 13 SUPERVISION BY CONTRACTOR

13.1 The Contractor shall supervise and direct the Work. He shall be solely responsible for the means, methods, techniques, sequences, safety, and procedures of construction. The Contractor shall employ and maintain at the Project site a qualified supervisor or superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site. The supervisor shall be able to communicate in fluent English. The supervisor shall have full authority to act on behalf of the Contractor and all communications given to the supervisor shall be as binding as if given to the Contractor. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the Work as determined by the Contract Manager. The supervisor shall have a thorough

understanding of the contract documents and shall have previous experience in the type of work being performed.

#### ARTICLE 14 CHANGE ORDERS

- 14.1 The Contract Manager may, at any time or from time to time by written order and without notice to the sureties, order additions, deletions or revisions in the Work. These will be authorized by Change Orders. Upon receipt of the Change Order, the Contractor shall promptly and diligently proceed with the work involved. If any Change Order causes an increase in costs, an equitable adjustment will be made as provided in Article 15, subject to the conditions hereinafter stated.
- 14.2 The Contractor shall proceed with the performance of any changes in the Work so ordered by the Contract Manager. Should the Contractor believe that a Change Order entitles him to compensation, he shall give the Contract Manager written Notice within 14 days after receipt of the Change Order. Failure to notify the Contract Manager within 14 days after receipt of the Change Order or to document the Owner's/Contractor's position within prescribed time shall constitute an abandonment of all entitlement.

#### ARTICLE 15 CHANGES IN CONTRACT PRICE

- 15.1 The value of work covered by a Change Order for increase or decrease in the Contract Price shall be determined in the manner provided herein, in the following order of precedence.
- 15.1.1 An agreed lump sum. If an agreed lump sum is not reached prior to initiation of the Change Order work, the value of work covered by the Change Order shall be determined in accordance with 15.1.2 below, unless otherwise determined by the Contract Manager.
- 15.1.2 On the basis of the Cost of the Work determined as provided in Article 15.1.2.1 plus a Contractor's Fee as provided in Article 15.1.2.2.
- 15.1.2.1 The Cost of the Work shall be determined as follows:
- .1 For all labor and for foremen in direct charge of the specific operations, the Owner/Contractor shall receive the actual rate of wage in effect at the time the work is performed for each and every hour that said worker and foreman are actually engaged in such work. Said agreed rate shall be no higher than that regularly paid the employee. A foreman shall not be used where there are fewer than 2 workers employed except with the written consent of the Engineer.

The Owner/Contractor shall receive the actual costs paid to or on behalf of workers by reason of fringe benefits including but not limited to social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits,

sick leave, vacation, and holiday pay.

Expenses of working after hours, on holidays or on Saturdays and Sundays shall be included to the extent authorized by the Contract Manager.

Subsistence and travel allowance, where required by collective bargaining agreements, shall be included.

- .2 For cost of materials accepted by the Contract Manager and used as an integral part of the finished work, the Owner/Contractor shall receive the actual cost of such materials delivered to the work, including transportation charges paid by him, exclusive of equipment rentals as hereinafter set forth.

For other materials used in the construction which are not an integral part of the finished work, such as but not limited to sheeting, false work, and form lumber, the Owner/Contractor shall be reimbursed in the amount agreed upon by the Contract Manager before such work is begun. The salvage value of such material will be taken into consideration in determining the amount of reimbursement.

- .3 Cost of construction equipment shall be based on the actual time the equipment is required to perform the work and shall not exceed 8 hours per day unless equipment is in operation for a longer time. Moving time, loading, unloading, and hauling will not be paid for if the equipment is used at the site for other work.

For the use of equipment moved in on the work and used exclusively for the work covered by the Change Order, the Owner/Contractor will be paid the rates herein specified including moving time, loading, unloading, and hauling. The time period shall begin at the time the equipment is unloaded at the site of the work, shall include each day or fraction thereof that the equipment is at the site of the work, excluding Saturdays, Sundays, and other legal holidays unless the work is performed on such days, and shall terminate at the end of the day on which the Contract Manager directs the Owner/Contractor to discontinue the use of such equipment.

The rates of payment for equipment used, regardless if owned or rented, including fuel and lubricants but excluding operators, shall be no higher than the current rates recommended by the Associated Equipment Distributors (AED), based on the monthly rental rate divided by 176 to compute the hourly rate.

No payment will be made for the small tools defined as individual

pieces of equipment or tools having a new value of \$1,000 or less.

When the Commission is obligated to pay for idle equipment, the allowance will be 50 percent of the rate determined herein.

- .4 For cost of premiums for additional bonds and insurance required because of changes in the work, the Owner/Contractor shall receive the actual cost. The Owner/Contractor shall furnish satisfactory evidence of the rate or rates paid for such bond and insurance.
- .5 The Cost of the Work shall not include any of the following.

Payroll costs and other compensation of the Owner/Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, superintendents, foremen not engaged in the work, timekeepers, clerks, and other personnel employed by the Owner/Contractor whether at the site or in the Owner/Contractor's principal or branch office, all of which are to be considered overhead costs covered by the Owner/Contractor's Fee.

Costs due to the negligence of the Owner/Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Article 15.1.2.1.1 through 15.1.2.1.4.

- .6 Cost of Subcontractors used on the work shall be computed in the manner set forth hereinabove in Article 15.1.2.1.1 through 15.1.2.1.5. Subcontractor's Fee shall be as provided in Article 15.1.2.2.1 and 15.1.2.2.3.
- .7 No payment will be made until the Owner/Contractor furnishes the Contract Manager itemized statements of the Cost of the Work detailed as to the following:

Name, classification, date, daily hours, total hours, rate, and extension for each worker, foreman.

Designation, dates, daily hours, total hours, rental rate, and extension for each unit of machinery and equipment.

Quantities of materials, prices including transportation cost and extensions.

Cost of bonds and insurance premiums.

Requests for payment shall be accompanied by original receipted invoices for materials used and transportation charges. If, however, the materials used in the work are not specifically purchased for such work but are taken from the Contractor's stock, then in lieu of the original invoices the statements shall contain or be accompanied by an affidavit of the Owner/Contractor which shall certify that such materials were taken from his stock, that the quantity claimed was actually used and that the price and transportation of the material as claimed represent actual cost.

.8 Labor, material, and equipment usage reports shall be furnished daily to the Engineer, signed by both parties.

15.1.2.2 The Contractor's Fee allowed to the Owner/Contractor for overhead and profit shall be determined as follows:

- .1 For costs incurred under Article 15.1.2.1.1 and 15.1.2.1.2, the Owner/Contractor's Fee shall be 15 percent.
- .2 For costs incurred under Article 15.1.2.1.6, the Owner/Contractor's Fee shall be a single allowance of 5 percent regardless of the tier of the subcontractor.
- .3 No fee shall be payable on the basis of costs itemized under Article 15.1.2.1.3 and 15.1.2.1.4.

## ARTICLE 16 REVISIONS AND ADJUSTMENTS

16.1 In the event of additions or deletions which require modifications to the Drawings and Specifications, the Owner will provide Drawings and specifications detailing the proposed changes to the Commission as expeditiously as possible for the Commission's review and approval, and the Owner must obtain such approval prior to executing such modifications. The Owner will be responsible for the payment of any applicable revision fees.

16.2 Whenever there are grade changes in paved or non-paved areas that require a change in the elevation or location of any manholes, valve boxes, meter vaults, curb boxes, cleanouts, sewer or water mains or service connections or appurtenances thereto, or the work interferes with existing facilities or other utility installations, the original SEP Owner shall be responsible to provide the required changes subject to Commission inspection and inspection costs.

## ARTICLE 17 CORRECTION OF WORK

17.1 The Contractor shall promptly remove from the premises all Work rejected by the Contract Manager for failure to comply with the Contract Documents whether incorporated in the construction or not, and the Contractor shall promptly replace and reexecute the Work in accordance with the Contract Documents and without expense to the Commission and shall bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement.

## ARTICLE 18 USE OF THE PREMISES

18.1 The Commission will have the right to enter the premises for the purpose of doing work not covered by the Contract Documents. This provision shall not be construed as relieving the Owner/Contractor of the sole responsibility for the care and protection of the Work or the restoration of any damaged Work, except such as may be caused by agents or employees of the Commission.

18.2 Unless otherwise specified, with the concurrence of the Owner/Contractor the Commission may use any completed or substantially completed portion of the Work. Such use shall not constitute an acceptance of such portions of the Work.

## ARTICLE 19 SUBSTANTIAL COMPLETION

19.1 The Owner/Contractor shall not be entitled to a certificate of Substantial Completion for a piece of equipment, a portion of the Work, or the Work unless and/or until the Contract Manager in his sole discretion determines a piece of equipment, a portion of the Work, or the Work is ready for service. That piece of equipment, portion of the Work, or the Work shall be inspected and tested in accordance with the Contract Documents and when accepted, a Certificate of Substantial Completion will be issued. Upon issuance of the Certificate of Substantial Completion by the Contract Manager, it shall be placed into beneficial operation unless otherwise directed by the Contract Manager. The date of Substantial Completion shall be the effective commencement date for any guarantee applicable to the specific equipment, portion of Work, or the Work. The Contractor shall be advised of operation and maintenance responsibility for specific equipment, portion of the Work, or the Work commencing with the date of Substantial Completion.

19.2 The Owner will certify that minimum and maximum fill requirements over all installed pipes and appurtenances have been met in the Certificate of Substantial Completion.

19.3 The following must be submitted complete, in one submission, by the Owner to the Commission prior to the issuance of the Certification of Substantial Completion:

19.3.1 Sewer and water as-built drawings certified by a Registered Engineer or Surveyor and service connection finals, which include all details required by the System Extension Permit General Conditions and Standard Specifications Book;

- 19.3.2 Copies of all test results;
  - 19.3.3 Compaction test reports and certification statement;
  - 19.3.4 Line and grade stakeout notes; and
  - 19.3.5 Other items as designated by the Commission.
- 19.4 All written conditions of the Certificate of Substantial Completion are binding to the Owner. Failure to comply with such conditions within the time stated therein will be cause for rescission of the Certificate of Substantial Completion and rescission of commencement of the guarantee. Substantial Completion and commencement of the guarantee may be reinstated upon reissuance of the Certificate of Substantial Completion by the Contract Manager.
- A Certificate of Substantial Completion does not relieve the Contractor of his responsibility under any of the provisions of these Contract Documents unless explicitly noted herein and/or in the written Certificate of Substantial Completion.
- 19.5 Until physical acceptance of the entire project, it shall be the Contractor's responsibility to protect and insure all portions of the Work in beneficial operation against damages resulting from vandalism, theft, floods, fires, and malfunction due to other equipment or work not yet placed into beneficial operation, unless such damage is the direct result of negligence on the part of Commission personnel or fair wear and tear. Should repairs be required due to any reasons other than the exceptions stated above, they shall be performed at no expense to the Commission. Should the Contractor be unable to perform repairs, the Commission may direct that the necessary repairs be performed by others, and the cost therefor will be invoiced to the Owner.

## ARTICLE 20 INSURANCE

- 20.1 The Contractor shall purchase and maintain insurance with companies acceptable to the Commission meeting requirements specified herein as will protect him from consequential liability which may arise out of or result from the Contractor's execution of the Work, whether done personally or by any Subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them maybe liable.
- 20.1.1 Unless already on file and current, certificates of insurance shall be filed with the Certified Insurance Statement form with the Technical Services Group prior to issuance of the System Extension Permit. The insurance certificate must contain the Commission project number and the Commission must be the additional insured and certificate holder. These certificates shall contain a provision that policy coverages will not be canceled, altered or materially changed without 30 days prior written notice provided to the Commission, via registered or certified mail to the address below:

Washington Suburban Sanitary Commission  
Technical Services Group, 5<sup>th</sup> Floor



14501 Sweitzer Lane  
Laurel, Maryland 20707

20.2 The Contractor shall provide the following:

20.2.1 General Liability Insurance. Such coverage to protect the Contractor and the Commission from any claims which may arise out of or result from the Contractor's operations under the Project, whether such operations be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance shall include:

20.2.1.1 Independent Contractor's coverage;

20.2.1.2 Products and Completed Operations coverage;

20.2.1.3 Blanket Contractual Liability coverage;

20.2.1.4 Fire Legal Liability coverage;

20.2.1.5 Broad Form Property Damage coverage;

20.2.1.6 No Water Damage Exclusion;

20.2.1.7 The Commercial General Liability Policy shall not contain any exclusion endorsement for XCU (explosion, collapse, and underground hazard);

20.2.1.8 No "Employee Exclusion" with respect to personal injury coverage; and

20.2.1.9 The Commission shall be named as an additional insured as their interest may appear.

Limits of Liability to be not less than \$500,000 Each Occurrence and Aggregate (where usually applicable) Combined Personal Injury and Property Damage Liability.

20.2.2 Automobile Liability Insurance

Such coverage shall protect the Contractor and the Commission from any claims arising out of the use of any owned, non-owned, and hired automobiles.

Limit of Liability to be not less than \$500,000 Each Accident Combined Bodily Injury and Property Damage Liability.

Waiver of subrogation applicable to the Commission and its employees while such employees are performing Work for or on behalf of the Commission.

20.2.3 Workers' Compensation and Employers' Liability Insurance

Statutory coverage for place and type of work to be performed.

Employers' Liability Insurance Limits - Not Less Than:  
\$100,000 Each Accident - Bodily Injury by Accident  
\$100,000 Each Employee - Bodily Injury by Disease  
\$500,000 Policy Limit - Bodily Injury by Disease.

Waiver of subrogation applicable to the Commission and its employees while such employees are performing Work for or on behalf of the Commission.

#### 20.2.4 Umbrella Liability Insurance

Limit of Liability \$2,000,000 Each Occurrence and Aggregate (where usually applicable), unless otherwise specified.

### 20.3 Supplemental Coverage

Where so indicated in the Supplemental General Conditions of the Contract Documents, the Contractor shall supply the following additional insurance coverages:

#### 20.3.1 Railroad Protective Liability Insurance;

Policy limits of not less than \$2,000,000 combined single limit for Personal Injury and Property Damage for each occurrence, unless otherwise specified or required by the Railroad.

#### 20.3.2 Builders' Risk or equivalent coverage affording "All Risk" coverage acceptable to the Commission.

Required for Projects which include erection of a structure or facility or an addition to or renovation of an existing structure or facility.

Unless otherwise specified in the Supplemental General Conditions, the amount of coverage shall be based upon the 100% projected completed value of the Work and shall be in effect prior to Work commencing and stay in effect until the Project is completed by the Contractor and accepted by the Commission.

## ARTICLE 21 SECURITY

21.1 Prior to issuance of the System Extension Permit, the Owner/Contractor shall furnish the Commission with a Performance Bond and a Labor and Material Payment Security. For Projects with approved estimated construction costs less than \$100,000, Performance, Labor and Material Payment, and Maintenance Bonds are not required. The Applicant shall furnish the Commission a Performance Bond and a Labor and Material Payment Bond, in penal sum equal to the estimated construction cost for projects with an approved estimated construction

21.2 Should the construction cost be increased by 25 percent or more before Physical Acceptance, the amount of the Maintenance Bond shall be increased accordingly.

#### ARTICLE 22 ASSIGNMENTS AND TRANSFERS

22.1 The Owner shall not sell, transfer or assign the System Extension Permit without written consent of the Commission.

#### ARTICLE 23 INDEMNIFICATION

23.1 The Contractor and Owner shall defend, indemnify, and hold harmless the Commission, its agents, and employees from and against any and all claims, suits in law or equity, actions, damages, losses and expenses of every name and description, including reasonable attorneys fees to which the Commission, its agents, and employees may be subject or put by reason of injury to persons (including bodily injury, death or any other form of personal injury) or property damage arising out of or resulting from the performance of the Work whether caused or alleged to be caused in whole or in part by any negligent act or omission of the Contractor or Owner, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, unless such claims, actions, damages, liability or expenses arise solely from the negligence of the Commission, its agents, employees or contractors.

#### ARTICLE 24 SEPARATE CONTRACTS

- 24.1 The Commission reserves the right to let other contracts in connection with this Project. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials, the execution of their work, and shall properly connect and coordinate his work with theirs. If the proper execution or results of any part of the Contractor's work depends upon the work of any other Contractor, the Contractor shall inspect and promptly report to the Contract Manager any defects in such work that render it unsuitable for such proper execution and results.
- 24.2 The Commission may perform additional work related to the Project by itself, or it may let other contracts containing provisions similar to these. The Contractor shall afford the other Contractors who are parties to such contracts, and the Commission, if it is performing the additional work itself, reasonable opportunity for the introduction and storage of materials and equipment, the execution of work, and shall properly connect and coordinate his work with theirs.
- 24.3 If the performance of additional work by other Contractors or the Commission is not noted in the Contract Documents prior to the execution of the Contract, Written Notice thereof shall be given to the Contractor prior to starting any such additional work. Should the Contractor believe that the performance of such additional work by the Commission or others results in additional expense to the Contractor or entitles him to an extension of the Contract Time, he shall give the Engineer Written Notice within 7 days after receipt of the Engineer's notice.

## ARTICLE 25 RELEASE FOR SERVICE

- 25.1 Provided there are no outstanding projects that the project is dependent on, the Commission shall issue the Release for Service once the following has been provided by the Owner:
- 25.1.1 A copy of the approved record plat;
  - 25.1.2 Any service connection easements;
  - 25.1.3 A Maintenance Bond, which bond names the Commission as the beneficiary and covers a period of 2 years dating from the date of Substantial Completion;
  - 25.1.4 A list of all sub-contractors, manufacturers, and suppliers used, including the portion and dollar amount of work performed;
  - 25.1.5 All executed on-property rights-of-way.
  - 25.1.6 A Release of Liens signed by the Utility Contractor and the Owner and notarized, stating that all contractors, sub-contractors and suppliers have been paid;
  - 25.1.7 All outstanding Commission fees have been paid.

## ARTICLE 26 SUBCONTRACTING

26.1 The services of specialty subcontractors may be utilized on those parts of the Work which, under normal contracting practices, are performed by specialty subcontractors within the parameters set forth herein.

26.2 The Contractor shall report the use of subcontractors, manufacturers, and suppliers as follows:

26.2.1 The Contractor shall submit prior to requesting a Release for Service, a list of all subcontractors, manufacturers, and suppliers used, including the work performed and the dollar amount and percent of the Work performed. The Commission may withhold Release for Service until this list is submitted.

26.3 The Contractor shall be fully responsible to the Owner for the acts and omissions of his subcontractors, manufacturers, suppliers, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

The Contractor shall be fully responsible for the coordination of the work of the trades, subcontractors, manufacturers and suppliers, and their officers, agents, and employees.

26.4 All subcontractors shall be specifically bound by the terms of Article 7.6.

26.5 Nothing contained in the Contract Documents shall create any contractual arrangement between any subcontractor and the Commission.

## ARTICLE 27 CONTRACT MANAGER'S AND INSPECTOR'S AUTHORITY

27.1 The Contract Manager will act as the Commission's representative during the construction period and decide questions that may arise as to quality and acceptability of materials furnished and work performed. The Contract Manager will within a reasonable time, make decisions relative to interpretation of the Contract Documents in a fair and unbiased manner, and will make visits to the site and determine if the Work is proceeding in accordance with the Contract Documents.

27.2 The Contractor shall be held strictly to the intent of the Contract Documents in regard to the quality of materials, workmanship, and execution of the Work. Inspections may be made at the factory or fabrication plant of the source of material supply.

27.3 The Contract Manager will not be responsible for construction means, controls, techniques, sequences, procedures or construction safety.

27.4 Authority and Duties of Inspectors

27.4.1 Inspectors are authorized agents of the Contract Manager and shall be authorized to inspect all work done and all material furnished. Such inspection may extend to any part or all of the Work, including the preparation, fabrication or manufacture of the materials to be used. The presence or absence of an Inspector does not relieve the

- 27.4.2 The Inspector will not act as foreman or perform other duties for the Contractor, nor interfere with the management of the Work by the latter. Any advice that the Inspector may give the Contractor shall not be construed as binding the Contract Manager in any way, or releasing the Contractor from fulfilling all of the terms of the Contract Documents.
- 27.4.3 Where there is disagreement between the Contractor and the Inspector, such as refusal by the Contractor to use properly approved materials, for performing work not in compliance with the Contract Documents, or refusing to suspend work until problems at issue can be referred to a decision by the Contract Manager the Inspector will immediately direct the Contract Manager's attention to the issues of disagreement, and if the Contractor still refuses to make corrections, comply or suspend work, the Contract Manager will prepare and hand deliver in writing to the Contractor or mail a written order stopping the Work and explaining the reason for such shutdown. The Contractor shall stop work upon receipt of the shutdown order and not resume any work thereafter until so authorized by the Commission. Work performed during the Inspector's absence will not be accepted and may be required to be removed and disposed of at the Contractor's expense. A shutdown order will not be unreasonably issued nor will a resume work order be unreasonably withheld.

## ARTICLE 28 GUARANTEE

28.1 The Owner/Contractor shall furnish a Maintenance Bond in accordance with Article 21 to guarantee all materials and equipment furnished and work performed for a period of 2 years from the date(s) of substantial completion, except that (1) those items listed as exceptions on the certificate(s) of substantial completion shall be so guaranteed for a period of 2 years from the date of Physical Acceptance and (2) those items where longer guarantee provisions are required. The Contractor warrants and guarantees that the completed Work is free from all defects due to faulty materials, equipment, and workmanship. This shall include but not necessarily be limited to the following.

28.1.1 Against all faulty or imperfect materials and equipment, subsidence of backfills, fills and embankments, vegetative stabilization, and against all imperfect, careless and/or unskilled workmanship.

28.1.2 That the Work performed under this Project, including all mechanical and electrical equipment, and appurtenances, and each and every part thereof, shall operate, with

28.1.3 That the structures shall be watertight and leakproof at every point and in every joint.

28.1.4 No use or acceptance by the Commission of the Work or any part thereof, nor any failure to use same, nor any repairs, adjustments, replacements, or corrections made by the Commission due to the Owner/Contractor's failure to comply with any of his obligations under the Contract Documents, or other corrections made by the Commission shall impair in any way the guarantee obligations assumed by the Contractor under these Contract Documents.

The Owner/Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the Work resulting from such defects and agrees to replace with proper workmanship, materials, equipment, and re-execute, correct or repair without cost to the Commission, any work which may be found to be improper or imperfect and/or which does not operate in a satisfactory manner and fails to perform as specified, or in any other way does not conform to the Contract Documents, unless such damage is the direct result of negligence on the part of Commission personnel, or fair wear and tear. The Commission will give notice of observed defects with reasonable promptness prior to acceptance of final paving by the Jurisdiction and/or final paving in non-jurisdictional streets. If the Owner/Contractor does not initiate repairs, adjustments or corrective actions made necessary by such defects within 14 calendar days after receipt of written notice or within 4 hours of being notified of an emergency situation, the Commission may take reasonable and appropriate actions necessary to correct construction deficiencies and/or damage to installations attributed to the Owner/Contractor. The Commission shall have the right to recover the cost of the corrective action from the Owner/Contractor, including, but not limited to, direct and administrative overhead costs, and any court costs and attorney fees associated with the collection of these costs.

28.2 Latent defects will not be considered to be included in the work covered by the two-year maintenance bond. The guarantee provisions specified herein shall not limit the Commission's right to recover damages for the Owner's refusal to repair defective work after the expiration of the Maintenance Bond and the guarantee provisions specified herein.

## ARTICLE 29 TAXES

29.1 The Contractor shall pay all sales, consumer, use, and other similar taxes required by the law of the place where the Work is performed.

## ARTICLE 30 ETHICS

30.1 Personnel of the Commission shall be guided in their actions by the WSSC Code of Ethics;

Resolution No. 2003-1669 adopted June 11, 2003. Additionally, standards for ethical, professional procurement behavior such as established by the Institute for Supply Management (formerly NAPM) entitled "Principles and Standards of Ethical Supply Management Conduct" are to be followed. Both documents are available for review in the Acquisition Office. See abstract in the attachment section entitled "Ethics in Public Contracting".

#### ARTICLE 31 BRIBES

31.1 A bribe or attempt to bribe any employee or officer of the Commission by the Contractor/Owner shall be considered as execution of the Project in bad faith

#### ARTICLE 32 ABUSE, USE, SALE OR POSSESSION OF DRUGS OR INTOXICANTS

32.1 The use, possession, sale or distribution of drugs or intoxicants by the Contractor and Owner, a subcontractor, or any of their employees while on Commission premises or while actively representing or performing work for the Commission is prohibited. It shall be the responsibility of the Contractor to prevent such activities and to remove any employee or subcontractor employee whose ability to perform appears to be affected by the use of drugs or intoxicants. Failure of the Contractor to comply with this provision may result in Termination of the System Extension Permit.

#### ARTICLE 33 SEXUAL HARASSMENT

33.1 Sexual harassment of Commission employees by the Owner or Contractor, a subcontractor, or any of their employees while on Commission premises or while actively representing or performing work for the Commission is prohibited. It shall be the responsibility of the Owner to prevent any such acts and to remove any employee who conducts such acts. Failure of the Owner to comply with this provision may result in Termination of the SEP. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment. Basic criteria for determining unlawful behavior includes conduct that has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

#### ARTICLE 34 DEBARMENT

34.1 Debarment actions taken against a contractor will be done following standard procedure CON 2000-01, Debarment of Construction Contractors- Engineering & Construction, adopted September 27, 2000, as amended. This document is available for review in the Acquisition Office.

#### ARTICLE 35 NONDISCRIMINATION POLICY

35.1 Discrimination in any manner against any employee or applicant for employment by the Owner/Contractor or a subcontractor on the basis of sex, race, creed, color, age, mental or physical handicap, sexual orientation, or national origin is prohibited.



35.2 The Owner/Contractor shall include a similar nondiscrimination clause in all contracts and subcontracts.