

# STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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## **ARTICLE 1 – PRELIMINARY MATTERS**

### *1.01 Delivery of Bonds and Evidence of Insurance*

- A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

### *1.02 Copies of Documents*

- A. Owner shall furnish to Contractor one set of the Drawings and Project Manual in electronic format. Printed or hard copies will be furnished upon request at the cost of reproduction.

## **ARTICLE 2 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS**

### *2.01 Subsurface and Physical Conditions*

- A. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the “technical data” contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such “technical data” is identified in the Supplementary Conditions. Except for such reliance on such “technical data,” Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
  - 1. the completeness of such reports and drawings for Contractor’s purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
  - 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
  - 3. any Contractor interpretation of or conclusion drawn from any “technical data” or any such other data, interpretations, opinions, or information.
- B. *The following reports of explorations and tests of subsurface conditions at or contiguous to the Site are known to Owner:*
  - 1. Report dated July 2, 2012, prepared by M & W Soils Engineering, Inc. of Charlestown, NH entitled: “Test Pits and Soils Report”, consisting of 5 pages. The “technical data” contained in such report upon which Contractor may rely are the soil test pits and analysis information.

2. Report dated December 6, 1995, prepared by Root Engineering of Springfield, VT entitled: "Wetland Protection Structure" consisting of 27 pages. The "technical data" contained in such report upon which Contractor may rely are the soil boring information.

#### 2.02 *Hazardous Environmental Condition at Site*

No reports or drawings related to Hazardous Environmental Conditions at the Site are known to the Owner.

### **ARTICLE 3 – INSURANCE**

The Contractor shall agree to provide and maintain the following types and limits of insurance for the term of the contract. This insurance shall be obtained from an insurer having an A.M. Best Insurance Rating of at least A- in a financial size category of VII or greater.

#### 3.01 *Commercial General Liability Insurance:*

Commercial General Liability Insurance including but not limited to Bodily Injury, Personal/Advertising Injury, Broad Form Property Damage, Products and Completed Operations Liability and Contractual Liability with limits of at least \$2,000,000 per occurrence and \$4,000,000 in the aggregate annually.

#### 3.02 *Commercial Auto Liability Insurance:*

Commercial Auto Liability Insurance covering all Owned & Hired and Non-Owned vehicles, with limits of at least \$1,000,000 Combined Single Limit per occurrence.

#### 3.03 *Workers' Compensation and Employers Liability Insurances:*

Statutory Workers' Compensation Insurance and Employers Liability Insurance with limits of at least \$500,000 per occurrence. This a requirement for all employees and subcontractors that are associated with this contract.

#### 3.04 *Professional Liability Insurance:*

Professional Liability Insurance for \$1,000,000 per occurrence and \$2,000,000 in the aggregate annually. This coverage is only required if there are Engineers or Architects involved in the project.

#### 3.05 *Certificates of Insurance*

The Contractor shall provide the Owner with one or more Certificate(s) of Insurance showing evidence of all coverages required above and naming the Owner ("Town of Castleton") as an additional insured. All Certificates shall contain a provision stating that the coverages afforded under said policies will not be

cancelled, materially changed, or not renewed without thirty (30) days written prior notice to the municipality, except ten (10) days for non-payment of premium.

### 3.06 *Indemnification*

Contractor agrees to hold harmless, indemnify and defend the Town of Castleton and its officials, agents, employees and volunteers from all liability, costs of suit, attorneys fees and all other costs associated with or otherwise arising out of the project and/or the activities of the contractor.

## **ARTICLE 4 – CONTRACTOR’S RESPONSIBILITIES**

### 4.01 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

### 4.02 *Working Hours*

- A. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner’s written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

### 4.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

### 4.04 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor’s compliance with any Laws or Regulations.

### 4.05 *Taxes*

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

#### 4.06 *Use of Site*

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

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

#### 4.07 *Record Documents*

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

#### 4.08 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all persons on the Site or who may be affected by the Work.

#### 4.09 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.