

GENERAL CONDITIONS

The Division 100 General Conditions apply where the City of Meridian has an agreement or a contract with a contractor to perform construction-related activities. These general conditions and the general requirements (contained in the agreement or contract) govern all work to be completed in the contract documents. These general conditions do not apply to contractors working for or under contract with an owner or agency other than the City of Meridian.

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 DEFINED TERMS

- A.3. Application for Payment: The form acceptable to Engineer/Owner which is to be used by the Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
- A.52. Final Acceptance: The owner's acceptance of a project upon certification by the Design Engineer that it is complete and in accordance with the contract requirements; Final Acceptance is confirmed by receipt of a Letter of Final Acceptance from the Owner.
- A.53 Partial Final Acceptance: When a specified part of the work has progressed to the point where, in the opinion of the City Engineer, that portion of the work is fully complete and ready for its intended use. The City Engineer, or his designated representative, may issue a Partial Final Acceptance for that portion of the work that is fully complete.

ARTICLE 2 - PRELIMINARY MATTERS

2.01 DELIVERY OF BONDS AND EVIDENCE OF INSURANCE

- A. Performance and Payment Bonds: Contractor shall furnish Evidence of Insurance (as described above) and Bond to Owner within 14 days after the Notice of Award. If said Bond and Evidence of Insurance are not provided to Owner within 14 days, Owner may rescind Notice of Award.
- B. Evidence of Insurance: Prior to execution of the contract and 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.

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2.02 COPIES OF DOCUMENTS

- A. Owner shall furnish to Contractor up to three (3) printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 BEFORE STARTING CONSTRUCTION

- A. *Preliminary Schedules:* Within 10 days after Notice to Proceed Date, Contractor shall submit to Engineer for timely review.

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

4.01 COMMENCEMENT OF CONTRACT TIMES; NOTICE TO PROCEED

- A. The Contract Times will commence to run on the day indicated in the Notice to Proceed.

4.02 STARTING THE WORK

- A. Contractor shall start to perform the Work on the day indicated in the Notice to Proceed. No work shall be done at the Site prior to the date indicated in the Notice to Proceed.

ARTICLE 6 - BONDS AND INSURANCE

6.01 PERFORMANCE, PAYMENT, AND OTHER BONDS

- A. *Contractor* shall furnish performance and payment bonds, each in an amount of 100% of the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until two (2) years after the date when final acceptance is issued by the City of Meridian or until completion of the correction period specified in Paragraph 15.08A, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.

6.02 INSURANCE-GENERAL PROVISIONS

- B. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions. Surety and insurance companies from which the bonds and insurance for this Project are purchased shall have a Best's rating of no less than A-, in addition to the other requirements specified herein.

ARTICLE 7 - CONTRACTOR'S RESPONSIBILITIES

7.17 CONTRACTOR'S GENERAL WARRANTY AND GUARANTEE

- A. The CONTRACTOR warrants and guarantees that all work performed shall be free from all defects due to faulty materials and/or workmanship for a period of two (2) years from the date of the City of Meridian final acceptance letter.

ARTICLE 14 - TESTS AND INSPECTIONS: CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

14.02 TESTS AND INSPECTIONS

- G. The Contractor is responsible for materials and workmanship to be in accordance with the ISPWC, these Supplemental Specifications and Drawings and the approved construction plans whether or not City personnel are on-site to verify same.
- H. The Contractor shall not perform work outside of the standard workday, Monday through Friday, legal holidays excepted, 8:00 A.M. to 5:00 P.M. unless written arrangements are made with the assigned Public Works Inspector. Inspections required outside of the standard workday shall be scheduled with the assigned Public Works Inspector a minimum of seventy-two (72) hours in advance, and the Contractor shall pay a fee of one-and one-half (1-1/2) times the inspector's wage, including benefits, and City vehicle costs.

ARTICLE 15 - PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 PROGRESS PAYMENTS

- D. *Payment Becomes Due:*
1. Thirty days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 15.01.C) become due, and when due will be paid by Owner to Contractor.

15.03 SUBSTANTIAL COMPLETION

- B. Promptly after Contractor's notification, Owner/Engineer and Contractor shall make an inspection of the Work to determine the status of completion. If Owner/Engineer does not consider the Work substantially complete, Owner/Engineer will notify Contractor in writing giving the reasons therefor.

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- C. If Owner/Engineer considers the Work substantially complete, Owner/Engineer will execute and deliver to Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected).
- D. At the time of delivery of the certificate of Substantial Completion, Owner/Engineer will agree in writing as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees.
- E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove their property and complete or correct items on the tentative list.

15.04 PARTIAL USE OR OCCUPANCY

- A. Prior to Final Acceptance of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work.

15.08 CORRECTION PERIOD

- A. If within two (2) years after the date of Final Acceptance (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 7.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. repair such defective land or areas; or
 - 2. correct such defective Work; or
 - 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom

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- B. In special circumstances where a particular item of equipment is placed in continuous service before Final Acceptance of all the Work, the correction period for that item may start to run from an earlier date if so provided in a partial final acceptance letter.
- C. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 14.08, the correction period hereunder with respect to such Work May be extended (upon written agreement) for an additional period of two (2) years after such correction or removal and replacement has been satisfactorily completed.

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