

**SECTION 108**

All equipment which is proposed to be used on the work shall be of sufficient size and in such mechanical condition as to meet requirements of the work and to produce a satisfactory quality of work. Equipment used on any portion of the project shall be such that it will not damage property adjacent to the work area.

When the methods and equipment to be used by the Contractor in accomplishing the construction are not prescribed, the Contractor is free to use any methods or equipment that he demonstrates to the satisfaction of the Engineer will accomplish the work in conformity with the requirements of the specifications.

When the specifications state the construction shall be performed by the use of certain methods and equipment, such methods and equipment shall be used unless others are authorized by the Engineer. If the Contractor desires to use a method or type of equipment other than those specified, he may request authority from the Engineer to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed to be used and an explanation of the reasons for desiring to make the change. If approval is given, it will be on the condition that the Contractor will be fully responsible for producing construction work in conformity with the specifications. If, after trial use of the substituted methods or equipment, the Engineer determines that the work produced does not meet the specifications, the Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining construction with the specified methods and equipment. The Contractor shall remove the deficient work and replace it with work of specified quality, or take such other corrective action as the Engineer may direct. No change will be made in basis of payment for the construction items involved nor in contract time as result of authorizing a change in methods or equipment under these provisions.

**108.7 DETERMINATION AND EXTENSION OF CONTRACT TIME:**

The number of calendar days allowed for the completion of the work included in the contract will be as stated in the proposal and will be known as the contract time.

When the contract time is on a calendar day basis it shall consist of the number of calendar days specified, including all weekends and legal holidays. All calendar days elapsing between the effective dates of any written notice from the Engineer to suspend work and to resume work following suspensions, not the fault of the Contractor, shall be excluded.

When the contract completion time is a fixed calendar date it shall be the date on which all work on the project shall be completed and meet final inspection.

If the Contractor finds it impossible for reasons beyond his control to complete the work within contract time as specified or as extended, he shall immediately submit a written request to the Engineer for an extension of time setting forth therein the reasons which he believes will justify the granting of his request. The Contractor's plea that insufficient time was specified is not a valid reason for extension of time. If the Engineer\* finds that the work was delayed because of conditions beyond the control and through no fault of the Contractor, he may extend the time for completion in such amount as the conditions justify. The extended time for completion shall then be in full force and effect the same as though it were the original time for completion.

**108.8 GUARANTEE AND WARRANTEE PROVISIONS:**

The Contractor shall guarantee the work against defective workmanship or materials for a period of one year from the date of its final acceptance under the contract, ordinary wear and tear and unusual abuse or neglect excepted.

Any omission on the part of the Engineer to condemn defective work or materials at the time of construction shall not be deemed an acceptance, and the Contractor will be required to correct defective work or materials at any time before final acceptance and within one year thereafter.

**WARRANTY**

\*For Improvement District Project: The words "Superintendent of Streets" will be substituted for the word "Engineer." Any extension of contract time will be determined by the Superintendent of Streets with the consent of the governing body

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Should any defects develop within one year from the date of final acceptance due to faults in workmanship or materials the Contractor shall, within 14 calendar days of receipt of written notice from the Contracting Agency begin making the necessary repairs to the satisfaction of the Engineer. Such work shall include the repair or replacement of other work or materials damaged or affected by making the above repairs or corrective work, all at no additional cost to the Contracting Agency.

If defects develop which are determined by the Engineer to be an emergency, the Engineer shall notify the Contractor, via the most expeditious means, regarding the nature and condition of the defects. In turn, the Contractor shall immediately dispatch necessary forces to correct the defect or the emergency condition. If the Contractor, in his initial action, resolves the emergency condition but not the defect, a letter as discussed above will follow and normal procedures for corrections will be employed. If immediate or appropriate action, satisfactory to the Engineer, is not taken by the Contractor, or if the Contractor cannot be contacted, the Engineer will deploy necessary forces to correct and/or secure the deficiency. Costs of the Engineer's action shall be paid by the Contractor and/or his bonding agency. Should it later be determined that the defects requiring such emergency action are not the responsibility of the Contractor, the Contractor will be paid for all costs incurred as a result of these demands in accordance with Subsection 109.5. Such action by the Engineer will not relieve the Contractor of the guarantees required by this Section or elsewhere in the Contract Documents.

In case of work, materials, or equipment for which written warranties are required by the special provisions, the Contractor shall provide or secure from the appropriate Subcontractor or supplier such warranties addressed to and in favor of the Contracting Agency and deliver same to the Engineer prior to final acceptance of the work. Delivery of such warranties shall not relieve the Contractor from any obligation assumed under any other provisions of the contract.

The warranties and guarantees provided in this subsection of the contract documents shall be in addition to and not in limitation of any other warranties, guarantees or remedies required by law.

**108.9 FAILURE TO COMPLETE ON TIME: warranties**

For each and every calendar day that work shall remain in completed after the time specified for the completion of the work in the proposal, or as adjusted by the Engineer, the sum per calendar day shown in Table 108-1, unless otherwise specified in the proposal form, may be deducted from monies due to or to become due to the Contractor, not as a forfeit or penalty but as liquidated damages. This sum is fixed and agreed upon between the parties because the actual loss to the Contracting Agency and to the public caused by delay in completion will be impractical and extremely difficult to ascertain and determine.

Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time fixed for its completion may have been extended, will in no way operate as a waiver on the part of the Contracting Agency of any of its rights under the contract.

<b>TABLE 108-1</b>		
<b>LIQUIDATED DAMAGES</b>		
<b>Original Contract Amount</b>		<b>Daily Charges</b>
From More Than	To and Including	Calendar Day or Fixed Date
\$ 0	\$ 25,000	\$ 210
25,000	50,000	250
50,000	100,000	280
100,000	500,000	430
500,000	1,000,000	570
1,000,000	2,000,000	710
2,000,000	5,000,000	1,070
5,000,000	10,000,000	1,420
10,000,000	—	1,780

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## war·ran·tee

[wawr-uh n-tee, wor-]

noun

a person to whom a warranty is made.

## war·ran·ty

[n. wawr-uh n-tee, wor-; v. wawr-uh n-tee, wor-] noun, plural -ties, verb, -tied, -ty-ing.

noun

1. an act or an instance of warranting; assurance; authorization; warrant.

2. Law .

a. a stipulation, explicit or implied, in assurance of some particular in connection with a contract, as of sale: an express warranty of the quality of goods.

b. Also called covenant of warranty. a covenant in a deed to land by [which](#) the party conveying assures the grantee that he or she [will](#) enjoy the premises free from interference by any person claiming under a superior title. Compare [quitclaim deed](#), [warranty deed](#).

c. (in the law of insurance) a statement or promise, made by the party insured, and included as an essential part of the contract, falsity or nonfulfillment of which renders the policy void.

d. a judicial document, as a warrant or writ.

3. a written guarantee given to the purchaser of a new appliance, automobile, or other item by the manufacturer or dealer, usually specifying that the manufacturer will make any repairs or replace defective parts free of charge for a stated period of time.

verb (used with object)

4. to provide a manufacturer's or dealer's warranty for: The automaker warranties its new cars against exterior rust.

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be paid by the Contractor and/or his bonding agency. Should it later be determined that the defects requiring such emergency action are not the responsibility of the Contractor, the Contractor will be paid for all costs incurred as a result of these demands in accordance with Subsection 109.5. Such action by the Engineer will not relieve the Contractor of the guarantees required by this section or elsewhere in the Contract Documents.

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**108.9 FAILURE TO COMPLETE ON TIME:**

2011

For each and every calendar day that work shall remain incompleted after the time specified for the completion of the work in the proposal, or as adjusted by the Engineer, the sum per calendar day shown in table 108-1, unless otherwise specified in the proposal form, may be deducted from monies due to or to become due to the Contractor, not as a forfeit or penalty but as liquidated damages. This sum is fixed and agreed upon between the parties because the actual loss to the Contracting Agency and to the public caused by delay in completion will be impractical and extremely difficult to ascertain and determine.

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**108.10 FORFEITURE AND DEFAULT OF CONTRACT:**

It is further agreed to by the Contractor that if he:

- (A) Fails to begin the work under the contract within a reasonable time, or

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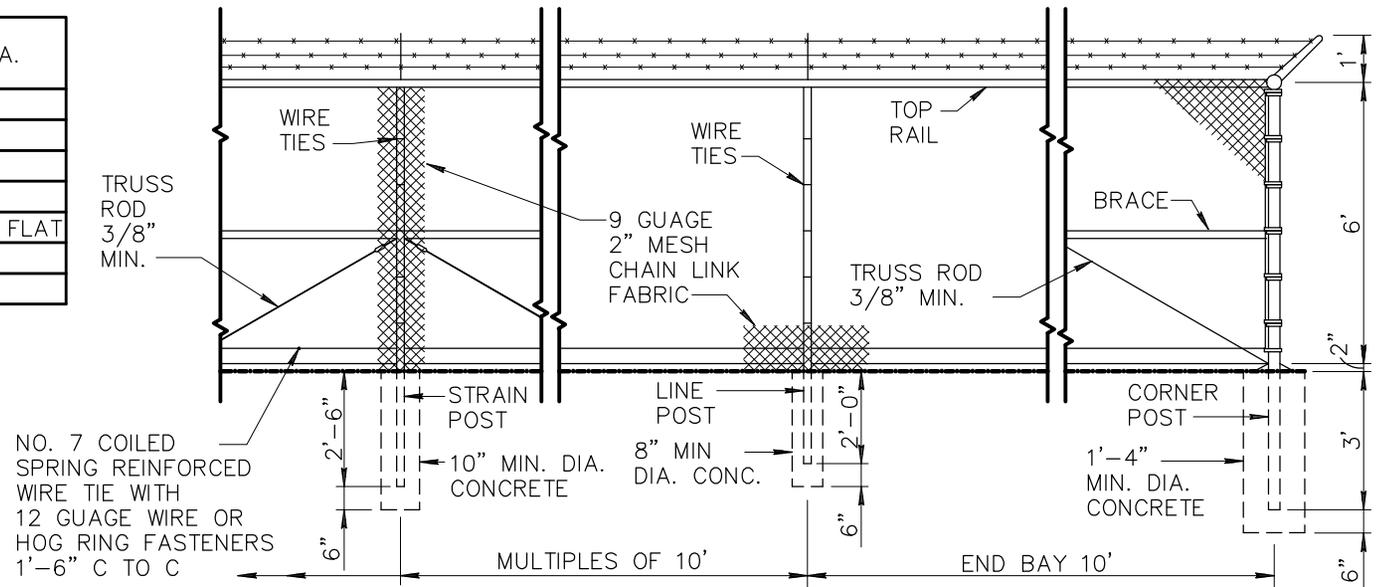
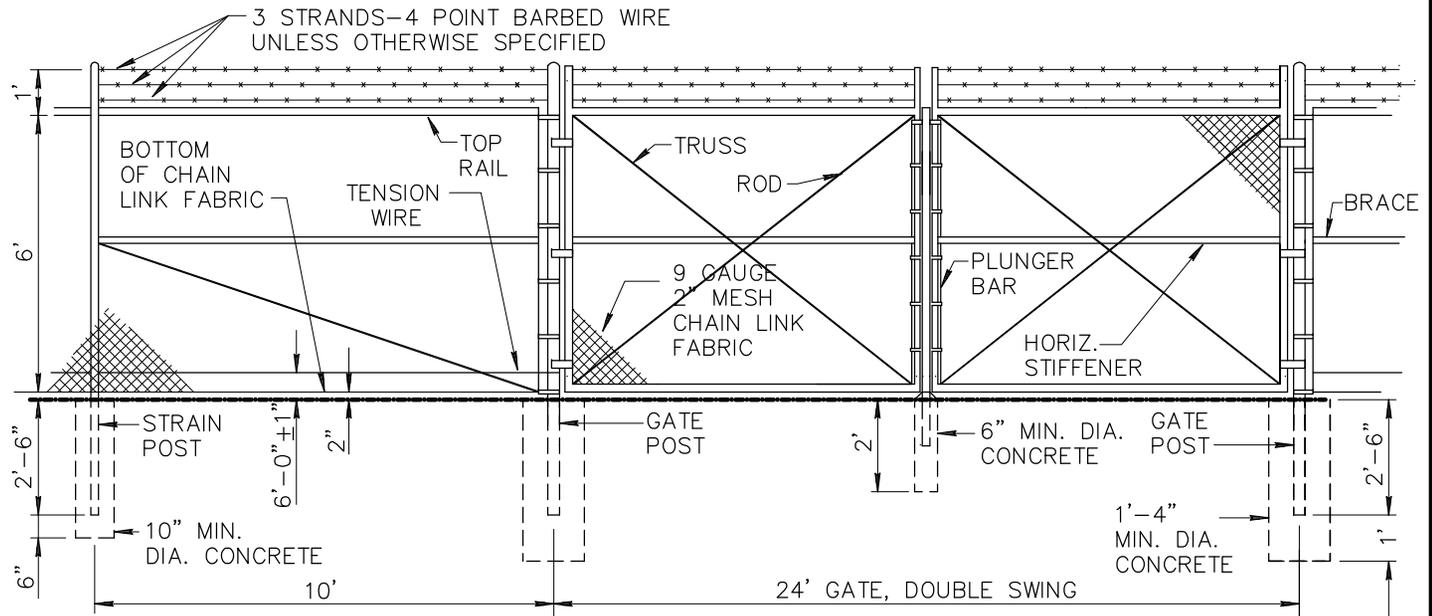
**NOTES**

1. ALL CONCRETE SHALL BE CLASS 'C' PER SECT. 725.
2. FITTINGS NOT SPECIFICALLY DETAILED SHALL BE HEAVY DUTY DESIGN.
3. STRAIN POSTS SHALL BE SPACED AT 500' MAXIMUM SPACING.
4. BOTH CORNER AND STRAIN POSTS SHALL HAVE STRAIN PANELS.
5. ALL POSTS SHALL BE CAPPED.
6. MEMBER SIZES SHALL BE THE FOLLOWING:

MEMBER	AISC SIZE	OUTSIDE DIA.
CORNER POST	2-1/2"	2.875"
LINE POST	1-1/2"	1.900"
STRAIN POST	1-1/2"	1.900"
BRACE	1-1/4"	1.666"
STRETCH BAR	3/16"x3/4" FLAT	3/16"x3/4" FLAT
GATE POST	3-1/2"	4.000"
TOP RAIL	1-1/4"	1.666"

7. CONSTRUCTION AND MATERIALS SHALL CONFORM TO SECT. 420 AND 722, RESPECTIVELY. SEE TABLE 722 FOR WEIGHTS OF MEMBERS.

Should refer to Section 772 and Table 772-1.



SECTION 610

WATER LINE CONSTRUCTION

610.1 DESCRIPTION:

The construction of all water lines shall conform to applicable standard specifications and details, except as otherwise required on the plans or as modified in the special provisions.

610.2 GENERAL:

All pipes shall be delivered, handled and installed in accordance with the manufacturer's recommendations and/or applicable provisions of AWWA standards for installation of the various types of water mains specified, insofar as such recommendations and provisions are not in variance with the standard specifications and details.

Where water lines are to be constructed in new subdivisions or in conjunction with street repaving projects, the streets shall be pre-graded to within 6 inches of the new street subgrade prior to trenching or cut stakes shall be set for trenching.

610.3 MATERIALS:

All pipes for water lines shall be of the classes shown on the plans or as specified below.

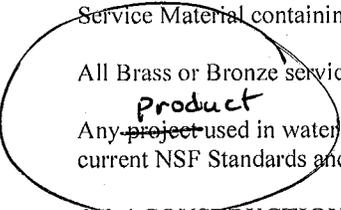
(A) The 4 inches through 16 inches diameter pipe may be asbestos-cement or ductile iron, except where a particular material is specified. All pipes shall be minimum 150 P.S.I. design unless otherwise specified.

(B) Pipe 16 inches and larger may be either ductile iron, or concrete pressure pipe-steel cylinder type.

Ductile iron water pipe and fittings - Section 750. Asbestos-cement water pipe and fittings - Section 752. Concrete pressure pipe-steel cylinder type - Section 758.

Service Material containing Brass or Bronze must comply with the current NSF 61-8 Standards at the time the Project begins.

All Brass or Bronze service material must meet the current AWWA C-800 Standards.



Any ~~project~~ <sup>product</sup> used in water line construction containing brass or bronze that comes in contact with potable water shall meet the current NSF Standards and Federal Law.

610.4 CONSTRUCTION METHODS:

All water mains in major streets shall have a minimum cover of 48 inches over the top of the pipe. Water mains in other locations shall have a minimum cover over the top of the pipe as follows:

(A) 36 inches for mains smaller than 12 inches.

(B) 48 inches for mains 12 inches and larger.

Cover for water mains will be measured from existing or proposed finished grade of pavement or from natural ground, whichever is deeper.

No water main shall be deflected, either vertically or horizontally, in excess of that recommended by the manufacturer of the pipe or coupling, without the appropriate use of bends or offsets.

If adjustment of the position of a length of pipe is required after it has been laid, it shall be removed and rejoined as for a new pipe.

Every precaution shall be taken to prevent foreign material from entering the pipe. When on the project site, the ends of the pipe section shall be plugged, wrapped or tarped at all times when pipe laying is not in progress, which includes storage and staging at the site. The pipe shall be stored on a pallet, blocking or other means to prevent foreign materials from entering the