

## GENERAL CONDITIONS

### 1. DEFINITION OF TERMS

- A. Whenever in these documents, the following terms or pronouns in place of them are used, the intent and meaning shall be interpreted as follows:

“Town of Easton” (“Town”)

Town of Easton, Talbot County, Easton, Maryland

“Easton Utilities” (“Town”)

The entity responsible for serving water, sewer, gas, electric and communications utilities within the “Town of Easton”.

“Engineer”

Town Engineer for the Town of Easton or his duly authorized representative.

“Resident Project Representative”

An authorized representative of the Town or Engineer assigned to make any and all necessary observations of the work performed and materials and/or equipment furnished by the Contractor.

“Contractor”

Party responsible for constructing a utility or roadway, acting directly or through his agents or employees.

“Subcontractor”

Any individual, firm or corporation who contracts with a contractor to perform part or all of the latter's contract.

“Shop Drawings”

Drawings, diagrams, illustrations, schedules, performance charts, brochures and other data which are prepared by the Contractor or any subcontractor, manufacturer, supplier or distributor, and which illustrate some portion of the work.

“Surety”

The body corporate, approved by the Town, which is bound with and for the Developer who is primarily liable, and which engages to be responsible for his acceptable performance of the work for which he has contracted.

“Developer”

Person or persons contracting for work which will be connected to or made part of Town of Easton utilities or roads system.

“Drawings”

All drawings or reproduction of drawings, pertaining to the work under the contract, which are furnished or approved by the Engineer.

“Specifications”

The definitions, descriptions, directions, provisions and requirements, contained herein, and all written supplements thereto, made or to be made, pertaining to the contract, and the materials, equipment and workmanship to be furnished under the contract.

“Approved”, “As Required”, and similar expressions

Meaning shall be construed as “as approved by the Town” and “as required by the Town”.

“General Conditions”

Provisions that establish and pertain to the legal responsibilities between the parties involved in the work, namely Town, Engineer and Contractor.

“Bond” or “Contract Bond”

The form of security to be approved by the Town of Easton, furnished by the Developer and his Surety.

2. PERFORMANCE AND PAYMENT BONDS

- A. The Contractor and Developer shall pay taxes, royalties, and fees, and secure licenses and permits that are required, during the time of the contract, by local, county, state and federal laws, ordinances, rules, codes and regulations for the legal performance of the contract.
- B. The Contractor shall perform the work in accordance with notices issued by public authorities having jurisdiction over the work.
- C. If the Contractor performs work, knowingly or ignorantly, contrary to requirements of local, county, state and federal laws, ordinances, rules, codes and regulations, he shall assume full responsibility therefore and shall bear all costs of suits, actions and damages resulting from his illegal work performed.

- D. Contractors contracting with the Town of Easton shall post Surety to the Town as required by the Contract Documents.
- E. As security to the Town for the performance by the Owner and/or Developer of the Owner and/or Developer's obligations to construct and complete the Improvements, the Owner and/or Developer shall, upon the request of the Engineer, prior to the recordation of the Final Plat and any Future Final Plat, deposit with the Town, a Bond or Letter of Credit (the "Performance and Payment Letter of Credit") in a total amount equal to the Approved Cost Estimate, or such lesser amount as is acceptable to the Town Engineer, for all Improvements to be constructed in connection with that phase of the Development related to the Final Plat. Bond amounts shall be estimated utilizing, in part, Appendix B of this document. The Performance and Payment Letter of Credit shall be maintained and renewed by the Owner and/or Developer, and shall be held by the Town, until the approval of the Improvements by the Town, or the acceptance of the Improvements by the Town, and the posting of the Guaranty Letter of Credit as required by Paragraph 23 of this Subsection. After such acceptance and posting, the Town shall release the Performance and Payment Letter of Credit.

3. INDEMNIFICATION OF THE TOWN

- A. The Contractor and Developer shall indemnify and hold harmless the Town of Easton and the Engineer, and all who represent them, from and against claims, damage, losses and expenses arising out of the Contractor's performance of the work, provided such claim, damage, loss and expense are attributable to:
  - (1) Bodily injury, sickness, disease or death, or injury to tangible property, including the loss of use resulting there from, and
  - (2) Negligence of the Contractor or his subcontractors and others directly related to the project or both.

4. UNAUTHORIZED WORK

Work performed without Engineer's approval, work performed beyond the lines and grades shown on the drawings or as given, except as herein provided, and extra work performed without written authority, will be considered as unauthorized. Work so performed may be ordered by the Engineer removed and replaced at the Contractor's expense.

5. COOPERATION OF CONTRACTOR AND REPRESENTATIVE

The Contractor shall give the work his constant attention to facilitate the progress thereof and shall cooperate with the Engineer and Town of Easton. The Contractor shall have at all times a competent and reliable representative on the work, authorized to receive orders and act for him.

6. LAWS TO BE OBSERVED

The Contractor and Developer shall observe and comply with federal, state, county, and local laws, ordinances, rules, regulations, decrees and orders that are in effect and applicable to the work during the time of construction and he shall see that his subcontractors likewise, meet these requirements. He shall indemnify, and hold harmless, the Town and his representatives against claims and liabilities arising from Contractor and Subcontractor violations of such laws, ordinances, rules, regulations, decrees, and orders, whether such violations be by the Contractor or any Subcontractor, or any of their agents and/or employees.

7. LINES, GRADES AND ELEVATIONS

- A. The Developer will indicate necessary bench marks and reference points, from which the Contractor shall lay out the lines, grades, and elevations of the work and shall conform his work thereto. The Town of Easton maintains horizontal and vertical control monuments which shall be referenced on the drawings. Vertical Datum shall be referenced to NAVD 88 and the Horizontal Datum shall reference all benchmarks to NAD 83 (1991) Easton monument. Information can be obtained from the Town Surveyor.
- B. The Contractor shall provide for approval by Easton Utilities or the Engineer, as applicable, line and grade stakeout required for proper execution of the work as specified.
- C. The Contractor shall furnish Easton Utilities or the Engineer, as applicable, at least five days prior to the start of construction, two record copies of line and grade stakeout data for approval. The furnishing of such record data shall in no way release the Contractor from his responsibility for the completeness and accuracy of stakeout work necessary for construction.
- D. All survey and stakeout work shall be done by qualified personnel subject to the approval of Easton Utilities or the Engineer, as applicable,.
- E. All proposed sewer cleanouts and water meter assemblies shall be field located by the Contractor prior to the start of construction. Notice shall be given to the Town to observe the location and make any adjustments necessary.

8. SANITARY PROVISIONS

The Developer's Contractor shall provide and maintain in a neat and sanitary condition such sanitary conveniences and accommodations for the use of his employees as may be necessary to comply with the requirements and regulations of the Department of Health or of other bodies or tribunals having jurisdiction thereof. He shall commit no public nuisance.

9. PUBLIC CONVENIENCE AND SAFETY

- A. The Developer's Contractor shall conduct the work in a manner that will minimize obstruction to traffic in the area. The safety and convenience of the general public and of the residents and occupants of property along and adjacent to the work shall be provided in an adequate and satisfactory manner. Footways and portions of the highways and streams adjoining the work shall not be obstructed more than absolutely necessary. In no case shall any traveled thoroughfare be closed without permission of the Engineer.
- B. Fire hydrants on or adjacent to the work shall be kept accessible to fire apparatus at all times, and no obstructions shall be placed within 15 feet of hydrant.
- C. Gutters shall be kept unobstructed at all times.

10. BARRICADES, DANGER, WARNING AND DETOUR SIGNS

The Developer's Contractor shall provide, erect and maintain all necessary barricades, suitable and sufficient lights, danger signals and signs, provide a sufficient number of watchmen and take all necessary precautions for the protection of the work and safety of the public. Highways closed to traffic shall be protected by effective barricades, on which shall be placed acceptable warning signs. The Contractor shall detour traffic and shall furnish and maintain all detour signs required to direct traffic over the entire route of the detour.

11. RESPONSIBILITY FOR WORK

Until the final acceptance of all the work shall be indicated in writing by the Engineer, the work shall be under the charge of and care of the Developer and his Contractor. They shall take every precaution against destruction of, injury, or damage to the work, or to any part thereof from any other cause whatsoever. The Contractor shall rebuild, repair, restore, and Make good, at his own expense, all destruction of injuries or damage to the work or any of the above causes before its final completion and acceptance shall be indicated in writing by Easton Utilities or the Engineer, as applicable.

12. SUBMITTALS

- A. The Developer or his Contractor shall submit shop drawings, material certifications, samples and test reports to the Engineer.
- B. At completeness of the project, before it is turned over to the Town, and prior to testing, Contractor shall provide four sets of operating manuals of all equipment incorporated into the work. He shall provide spare parts, manuals, and test procedures in printed form to cover the scope of the project.

- C. Contractor and manufacturer's representatives of all equipment utilized in the work shall meet at the project to assure proper start-up.

13. TEST OF SAMPLES OF MATERIALS

**Tests of materials shall be made at the Developer's or his Contractor's expense, by a certified testing laboratory, in accordance with the officially approved methods as described or designated. The Town reserves the right to conduct verification testing at their expense. The Contractor shall cooperate with and assist the Town in taking samples and packing them for shipment to a laboratory.**

14. QUALITY OF MATERIALS AND WORKMANSHIP

- A. Materials and workmanship shall be of best possible quality and feasibility for the intended purpose, whether or not a brand name is specified. Materials shall be new and unused.
- B. Representative preliminary samples of materials may be requested by the Engineer for examination or testing, or both. Materials may be further inspected by the Engineer during preparation and construction of the work; and materials found to be substandard will be rejected.
- C. Contractor shall submit to Engineer samples of alternate materials that require laboratory testing. Such materials shall not be incorporated into the work until Engineer states, in writing, that materials meet requirements of the specifications.

15. AUTHORITY OF ENGINEER

The Engineer shall, in all cases, determine the amount or quantity, quality and acceptability of the work and materials. He shall decide on all questions in relation to said work and the performance thereof.

16. AUTHORITY AND DUTIES OF RESIDENT PROJECT REPRESENTATIVE

Resident Project Representatives (R.P.R.'s) employed by the Town, Easton Utilities or the Engineer, as applicable, shall be authorized to observe all work done and materials furnished. Such observation may extend to all or any part of the work and to the preparation or manufacturer of the materials to be used. An R.P.R. may be stationed on the work to report to the Engineer as to the progress of the work and the manner in which it is being performed by the Developer's Contractor fail to fulfill the requirements of the specifications and contract. No inspection, or any failure to inspect, at any time or place, however, shall relieve the Contractor from his obligation to perform all the work strictly in accordance with the requirements of the specifications. The R.P.R. shall perform such other duties as are assigned to him. He shall not be authorized to revoke, alter, enlarge, relax or release any

requirements of these specifications, or to approve or accept any portion of work, or to issue instruction contrary to the drawings and specifications. The R.P.R. shall in no case act as foreman or perform other duties for the Contractor, nor interfere with the management of the work by the latter.

17. INSPECTION OF MATERIALS AND WORK

The Developer's Contractor shall furnish the Engineer with every reasonable facility for ascertaining whether or not the work, as performed, is in accordance with the requirements and intent of the specifications and contract. If the Engineer requests it, the Contractor, at any time before acceptance of work, shall remove and/or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the finished work to the standard required by the specifications. Should the work thus exposed or examined prove unacceptable, the removing, replacing and/or making good the parts removed shall be the Contractor's expense.

18. DEFECTIVE MATERIALS AND WORK

All materials not conforming to the requirements of these specifications shall be considered as defective, and all such materials whether in place or not, shall be rejected and shall be removed immediately from the work unless otherwise permitted. No material which has been rejected, the defects of which have been corrected or removed, shall be used until approval has been given. All work which has been rejected or condemned shall be remedied, or if necessary, removed and replaced in an acceptable manner by the Developer's Contractor at his own expense.

19. FAILURE TO REMOVE AND RENEW DEFECTIVE MATERIALS AND WORK

Should the Developer's Contractor fail to refuse to remove and renew defective materials used or work performed previously or to make any necessary repairs in an acceptable manner, and in accordance with the requirements of these specifications, within the time indicated in writing, the Engineer shall have the authority to cause the unacceptable or defective materials or work to be removed and renewed or such repairs to be made at the Developer's expense. Expenses incurred by the Town in making these removals, renewals, or repairs, which the Contractor has failed or refused to make, shall be paid by the Developer or may be charged against the " Bond" or other deposit.

20. CLEAN-UP

- A. The Developer's Contractor shall, at his own expense, keep the sites of his operations clean during construction and remove all rubbish as it accumulates.
- B. Upon failure of the Contractor to keep sites of his operations clean to the satisfaction of the Town, the Town may, upon 24 hours notice to the Contractor, remove rubbish, as is deemed necessary, and charging the cost thereof to the Developer.

- C. On or before the completion of the work, the Contractor shall, without charge therefore, tear down and remove all his buildings and temporary structures built by him, shall remove all rubbish of all kinds from any grounds which he has occupied and shall leave the site of the work in a clean and neat condition.

21. TEMPORARY SUSPENSION OF WORK

The Engineer shall have the authority to suspend the work, wholly or in part, for such period or periods as he may deem necessary, due to unsuitable weather, or such other conditions as are considered unfavorable for the suitable execution of the work, or for such time as is necessarily due to the failure on the part of the Contractor to carry out orders given or perform any or all provisions of the contract documents. If it should become necessary to stop work for an indefinite period, the Contractor shall store all materials in such manner that they will not obstruct or impede the traveling public unnecessarily nor become damaged in any way, and he shall take every precaution to prevent destruction, damage, or deterioration of the work performed, provide suitable drainage by opening ditches, shoulder drains, etc., and erect temporary structures where necessary. The Contractor shall not suspend the work on account of bad weather or other unfavorable conditions, nor permission by the Engineer to continue work during bad or other unfavorable conditions, shall be a cause for the acceptance of work which does not comply in every respect with the contract and specifications.

22. GUARANTEE – TOWN CONTRACTS

Contractors working directly for the Town of Easton hereby guarantee all of the work for a period of one (1) year after the date of completion and final acceptance thereof by the Town as follows:

- A. Against all faulty materials and against all imperfect, careless and unskilled workmanship.
- B. That the entire equipment and each and every part thereof shall operate (with proper care and attention) in a satisfactory and efficient manner, and in accordance with the requirements of these contract documents.
- C. That all structures shall be watertight and leak proof at every point and in every particular.
- D. The Contractor agrees to replace, with proper workmanship and materials, and to reconstruct, correct or repair, without cost to the Town, work which is improper, imperfect, does not operate in a satisfactory manner or fails to perform as specified, or all of these.

If required by the Contract Documents, the Contractor shall post a one (1) year Guarantee Bond equal to ten (10) percent of the project cost for use in repair of

improper work or defects that arise during the guarantee period. A Letter of Credit shall substitute for the Guarantee Bond.

- E. No use or acceptance by the Town of Easton of the work or any part thereof, nor any failure to use the same, nor any repairs, adjustments, replacements, or corrections made by the Town due to the Contractor's failure to comply with his obligations, shall impair in any way the guarantee obligations assumed by the Contractor under these documents.
- F. It is understood and agreed that in the event the Contractor fails to correct or repair any work under the contract which may be found to be improper or imperfect or otherwise fails to fulfill the terms of the Guarantee, the Town may purchase materials, tools and equipment and employ labor, or let a contract as required perform the necessary corrective work by the Town, shall be charged against the Guarantee Bond.

23. DEVELOPER GUARANTEE AFTER ACCEPTANCE BY THE TOWN

- A. The Owner and/or Developer ("Developer") hereby guarantees the prompt and satisfactory correction of all defects and deficiencies in the Improvements accepted by the Town, including without limitation Improvements to be dedicated to the Town, common elements such as stormwater management systems to be dedicated to the Community, Town or other party, including landscaping and lighting installed by the Developer, that occur or become evident within three (3) years after acceptance of such Improvement by the Town. If any such defect or deficiency occurs or becomes evident during such period, then the Developer shall, within ten (10) days after written demand from the Town to do so, correct it or cause it to be corrected. The guarantee provided by this Subsection shall be extended for three (3) full years from the date of repair or replacement of such Improvement repaired or replaced pursuant to such a demand.
- B. The Developer agrees to replace with proper workmanship and materials, and to reconstruct, correct or repair, without cost to the Town, work which is improper, imperfect, does not operate in a satisfactory manner or fails to perform as specified, or all of these.
- C. The Developer shall post a three (3) year Guarantee Bond equal to ten (10) percent of the project cost for use in repair of improper work or defects that arise during the guarantee period. A Letter of Credit shall substitute for the Guarantee Bond. Bonding costs shall be based on Appendix B which shall be periodically adjusted by the Town Engineer.
- D. No use or acceptance by the Town of Easton of the work or any part thereof, nor any failure to use the same, nor any repairs, adjustments, replacements, or corrections made by the Town due to the Developer's failure to comply with his obligations,

shall impair in any way the guarantee obligations assumed by the Developer under these documents.

- E. It is understood and agreed that in the event the Developer fails to correct or repair any work under the contract which may be found to be improper or imperfect or otherwise fails to fulfill the terms of the Guarantee, the Town may purchase materials, tools and equipment and employ labor, or let a contract as required perform the necessary corrective work by the Town, shall be charged against the Guarantee Bond or Letter of Credit.

24. SHOP DRAWINGS

The Developer or his Contractor shall furnish shop drawings for all fabricated construction materials required for the work, unless otherwise directed by Easton Utilities or the Engineer, as applicable. Furnish six (6) copies of each shop drawing for approval. The Contractor shall not order materials until receiving shop drawing approval.

25. COOPERATION WITH OTHER CONTRACTORS

- A. The Contractor and Developer shall cooperate with and so conduct his operations as not to interfere with or injure the work of other contractors or workmen employed by the Town. He shall promptly make good, at his own expense, any injury or damage which may be done by him or his employees or agents on the work.
- B. The Contractor shall suspend such part of the work herein specified, or shall carry on the same in such manner, as may be ordered by the Engineer when necessary to facilitate the work of such other contractors or workmen.

26. AS-BUILT PLANS

- A. The As-built process is a method of recording precise construction information on engineering permanent record drawings. The information is gathered during construction by field inspectors to reflect differences from original design drawings. The “corrected” record drawings therefore become an accurate representation of site conditions for future reference.
- B. **As-built versus Revision** - As-built information is intended to reflect adjustments to the proposed design that are a result of actual field construction imperfections. Other changes involving unforeseen issues or obstacles (i.e., field modifications) may sometimes be handled as simple as-built issues as long as the following statements are true.
- The change does not affect the intended function of the utility.
  - The change does not affect the intended function of any other utility.
  - The change does not affect the location of other related items such as easements.

- All related Town specifications and requirements have been met.
- Approval has been received from the associated Town departments.

All other modifications, necessitated by a variety of reasons (e.g. extensions, grade changes, and alignment changes) must be handled as revisions in accordance with the current Town engineering design revision procedures.

- C. As-Built Drawings, for subdivisions, shall be in accordance with the Town of Easton `Subdivision Regulations as shown in the Subdivision Regulations Appendix.
- D. **Submittals** - After completing the As-built process on a project drawing set, the contractor shall submit the following to the Town of Easton and Easton Utilities Engineering Department for review and approval. One set of As-built plans each in hard copy format for review. Upon approval the Architect/Engineer shall submit, on CD-Rom and hard copy format, final/approved As-Built Documents to the Town of Easton. The CD-Rom shall contain the as-built information on the project and is to include DWG, and PDF formats of the CAD drawing. All Record Drawings require a professional seal (signed and dated) on hard copy sheets. PDF files shall be of these sealed As-Built plans.

27. WORK IN STATE RIGHTS-OF-WAY

The Developer and his Contractor shall construct all work in Maryland rights-of-way in accordance with permit requirements issued by that Agency. The Developer shall supply all information requested by the Town to make application on his behalf.

28. PROJECT INSPECTION BY THE TOWN

The Town of Easton or his agent, shall based on size and scope of a project, require inspection by the Town or Town Engineer on construction activities. Inspection may include the following:

- A. Periodic Public Works Department or Engineer's inspections.
- B. Part time inspection by R.P.R.
- C. Full time inspection by R.P.R.

Prior to issuance of the Public Works Agreement, the Town shall advise the Developer of inspection requirements for the proposed project. The Developer shall pay all costs for inspection and shall deposit all estimated costs for same with the Town prior to the start of any construction. Notwithstanding notice by the Town, the Developer is responsible for all cost of inspection which may be required during the course of the construction as determined by the Town.

29. DESIGN PARAMETERS

These standards provide requirements for design of water, sewer and road systems. These provisions shall not preclude requirements of the Division of Public Health, the Maryland Department of Environment or the Maryland Department of Transportation. The Developer's Engineer shall conform to the more stringent requirements. He shall also obtain all permits required by the respective State.

30. CONSTRUCTION SPECIFICATIONS

Section 2 of these standards provides requirements for construction of utilities and road systems. These requirements shall not preclude requirements of the Division of Public Health, the Maryland Department of Environment or the Maryland Department of Transportation. The Contractor shall conform to the more stringent requirements. He shall also obtain all permits required by the government authorities having jurisdiction.

END OF SECTION