

Specification Revision Summary
Revision 4 - June 2006
Rapid City Standard Specification

The 2004 Edition of the Standard City Specifications has been revised.

In order to assist the user, the following listing is a summary of the revisions to the 2004 Edition Specifications. If change has occurred in a section, a user is strongly advised to study the section to become familiar with the extent of the change

<u>Section number and title</u>	<u>Remarks</u>
007 – General Conditions	
7.22	Subsection F has been removed
7.65	Subsection 3 was added requiring that a surety be provided to the City in an amount of 25% of the total cost of the improvements for a period of two years.

7.22 PERFORMANCE BOND

The surety bond executed by the Contractor, issued to the Owner, shall be a guarantee:

- A. For the faithful performance and completion of the work in strict accordance with the terms of the contract, specifications, and detailed plans;
- B. For the payment to the Owner of all sums due or which may become due by the terms of the contract; as well as by reason of any violation thereof by the Contractor;
- C. For the payment of all bills, including the hire, rental or lease of equipment or machinery, and the operators thereof, used on the work, and for all materials, lubricants, oils and gasoline used in or consumed in the construction of such work and for all labor performed in such work whether by sub-contract or otherwise;
- D. The payment of any and all judgments and costs of suits and actions brought against the Owner or officials thereof, for any cause whatsoever, arising from or on account of any injuries or damages to life or property suffered or sustained by any person, firm or corporation, caused by the Contractor, his or its agents, servants or employees in the construction of said work, or by or in consequence of any negligence, carelessness or misconduct in guarding or protecting the same, or any act or omission of the said Contractor his agents, servants, employees;
- E. And for the protection of the Owner against all suits and claims for infringements or alleged infringements of patent rights processes.
- ~~F. And for a period of two (2) years immediately following the completion of said contract and the acceptance thereof by the Owner, the payment to the Owner of all damages, loss and expense, which may occur to the Owner by reason of defective materials used, or by reason of defective workmanship done, in the furnishing of materials for and the constructing of said work.~~

This section shall in no way be construed as limiting the obligation under the Performance Bond actually furnished, but may be an addition thereto.

The Owner agrees to mail a notice to the Contractor, calling his attention to any failure to comply with the requirements of the bond, not more than ten (10) days before notifying his bondsmen of such failure to comply with the terms of said bond.

7.65 PROJECT ACCEPTANCE AND WARRANTY PERIOD

Final acceptance of the project by the Owner will be documented by the issuance of an acceptance letter, which is issued according to the following criteria:

1) Construction has been substantially completed and the facilities can be put to their intended use.

2) All testing has been completed, and the required results have been met.

3) A warranty bond, or other equivalent surety, in an amount equivalent to twenty five percent (10%) of the total cost of the project/improvement has been provided to the City to secure the warranty for a period of two years.

The date of the acceptance letter documents the start of the two-year warranty period, during which the Contractor/Subdivider/Developer shall be notified in writing of any defects in the project and shall ~~correct the defects at his expense~~ submit to the Public Works Dept. a construction schedule to correct the defects at their expense within ten (10) days of receipt of the notice. Failure to correct or undertake, with due diligence, to correct the deficiencies within the specified time ~~will may cause to have~~ the Owner make the necessary repairs and bill the Contractor/Subdivider/Developer one and one-half (1 1/2) times the costs incurred; providing, however, that in case of an emergency, where, in the judgment of the Owner, delay would cause serious loss or damage, repairs may be made without notice being sent to the Contractor/Subdivider/Developer, and the Contractor/Subdivider/Developer shall pay the cost thereof.

The Owner reserves the right to extend the warranty period if excessive problems are apparent during the initial two-year period.

During a period of two years after the completion of the work covered by this contract and the final acceptance in writing thereof by the Owner, the Contractor/Subdivider/Developer shall make all needed repairs arising out of defective workmanship or materials furnished by the Contractor/Subdivider/Developer; or both, which in the judgment of the Owner shall become necessary during said period. The Owner is hereby authorized to make such repairs at the Contractor/Subdivider/Developer's expense, if within ten days after the receipt of a written notice to the Contractor/Subdivider/Developer, or their agent, the said Contractor/Subdivider/Developer shall neglect to make, or undertake with due diligence to make, the aforesaid repairs; providing, however, that in case of an emergency, where in the judgment of the Owner, delay would cause serious loss or damage, repairs may be made without notice being sent to the Contractor/Subdivider/Developer and the Contractor/Subdivider/Developer shall pay the cost thereof.

If a Contractor/Subdivider/Developer fails to meet their obligations under this section, the City can draw on the surety provided pursuant to subsection 3 in order to complete the necessary work or to be reimbursed for work that has already been done.