

**CONTRACT DOCUMENTS AND SPECIFICATIONS
FOR THE
MCCREARY COUNTY WATER DISTRICT
RATTLESNAKE RIDGE PUMP STATION UPGRADE**

Project No. 1013

December 2014



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ADVERTISEMENT FOR BIDS

McCREARY COUNTY WATER DISTRICT, WHITLEY CITY, KENTUCKY

Separate Sealed BIDS to furnish materials for the Rattlesnake Ridge Pump Station Upgrade consisting of a skid-mounted booster pump station, piping and valves, automatic central control panel(s) with breakers, variable frequency drives (VFDs), and all internal wiring will be received by the McCreary County Water District at the McCreary County Water District water office, 19 Crit King Road, Whitley City, Kentucky until 11:00 AM, local time, December 19, 2014 and then at said Office publicly opened and read aloud.

The CONTRACT DOCUMENTS may be examined at the following locations:

McCreary County Water District, 19 Crit King Road, Whitley City, Kentucky 42653
MONARCH ENGINEERING, INC., 556 Carlton Drive, Lawrenceburg, Kentucky 40342

Copies of the CONTRACT DOCUMENTS may be obtained at the office of Monarch Engineering, Inc., 556 Carlton Drive, Lawrenceburg, KY 40342, upon request in writing and payment of \$50.00 refundable for each set. Bidders must purchase plans from the Engineer and payment shall be made via check in the name of the Bidder. Plans purchased by one party and bid by another party shall not be accepted. Plans will be available for purchase until 4:00 PM (E.D.T.), December 17, 2014.

No Bidder may withdraw his bid for a period of 90 days. CONTRACTS shall be completed within 90 calendar days after date of authorization to start work.

Federal law prohibits discrimination on the grounds of race, color, national origin, religion, age, handicap and sex in this project.

McCREARY COUNTY WATER DISTRICT, WHITLEY CITY, KENTUCKY

BY: _____
Raymond Taylor, Chairman

INFORMATION FOR BIDDERS

BIDS will be received by the McCreary County Water District (herein called the "OWNER"), at the District Water Office located in Whitley City, Kentucky until 11:00 AM, local time; December 19, 2014, and then at said building publicly opened and read aloud.

Each BID must be submitted in a sealed envelope, addressed to the McCreary County Water District. Each sealed envelope containing a BID must be plainly marked on the outside as "Bid for Rattlesnake Ridge Pump Station Upgrade" and the envelope should bear on the outside the BIDDER'S name, address, and license number if applicable. If forwarded by mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to the OWNER, McCreary County Water District, PO Box 488, Whitley City, Kentucky, 42653.

Each Bidder must accompany his BID with a list of at least three projects, similar in scope and cost to this project, with references in which his company has performed work. The company which performed the work as shown on the list of references must be the same company submitting the BID. The references shall include the name of the job, approximate date the job was completed, name of the utility company including contact person, and the name of the engineer including contact person.

All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be fully completed and executed when submitted. Only one copy of the BID form is required.

The OWNER may waive any informalities or minor defects or reject any and all BIDS. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within 90 days after the actual date of the opening thereof. Should there be reasons why the CONTRACT cannot be awarded within the specified period, the time may be extended by mutual agreement between the OWNER and the BIDDER.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID schedule by examination of the site and a review of the drawings and specifications including ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done.

The OWNER shall provide to BIDDERS prior to BIDDING, all information which is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve the CONTRACTOR from fulfilling any of the conditions of the CONTRACT.

The NOTICE TO PROCEED shall be issued within ten (10) days of the execution of the AGREEMENT by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period; the time may be extended by mutual agreement between the OWNER AND CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the ten (10) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the AGREEMENT without further liability on the part of either party.

The OWNER may make such investigations as deemed necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the AGREEMENT and to complete the WORK contemplated therein.

A conditional or qualified BID will not be accepted.

Award will be made to the lowest responsible BIDDER as determined by the total of the base bid.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the CONTRACT throughout.

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to its BID.

BIDDERS are hereby notified that they are encouraged, to the greatest extent feasible, to purchase American-made equipment and products with funding provided under this award.

The ENGINEER is Monarch Engineering, Inc. The ENGINEER'S address is 556 Carlton Drive, Lawrenceburg, KY 40342

SPECIAL NOTES FOR CONTRACTORS

The Contract shall be awarded based on the lowest Base Bid.

Each Bidder must accompany his bid with a list of at least three projects, similar in scope and cost to this project, with references in which his company has performed work. The company which performed the work as shown on the list of references must be the same company submitting the bid. The references shall include the name of the job, approximate date the job was completed, name of the utility company including contact person, and the name of the engineer including contact person.

The Contract Documents specify that the Contract shall be completed within 90 calendar days.

A complete bid package consist of the Bid Form and the Bid Submittal Reference List. Any other documents or forms shall be requested at a later date.

The Owner reserves the right to request and obtain information regarding the Contractor's financial status such as a financial statement or any other information relative to the financial capability of the Contractor to perform the work.

The complete Bid Schedule including Unit Price and Total Cost items shall be the basis for payment.

BID SUBMITTAL REFERENCE LIST
RATTLESNAKE RIDGE PUMP STATION UPGRADE
McCREARY COUNTY WATER DISTRICT
BID OPENING: DECEMBER 19, 2014, 11:00 AM, LOCAL TIME

JOB NAME	APPROXIMATE DATE OF COMPLETION	APPROXIMATE COST	NAME OF UTILITY & CONTACT PERSON	NAME OF ENGINEER & CONTACT PERSON
JOB NO. 1				
JOB NO. 2				
JOB NO. 3				

BID

Proposal of _____ (hereinafter called "BIDDER"), to the McCreary County Water District, Kentucky (hereinafter called "OWNER"). The BIDDER proposes to furnish the materials as shown on the Bid Schedule within 90 days and at the prices stated on the Bid Schedule.

BIDDER acknowledges receipt of the following ADDENDUM:

BIDDER agrees to provide all the materials for the following unit prices.

BID SCHEDULE

Note: BIDS shall include sales tax and all other applicable taxes and fees.

The CONTRACT shall be awarded based on the lowest BASE BID.

MATERIAL LIST

Item No.	Description	Quantity	Total Cost
1	Skid-Mounted Booster Pump Station Rated at 80 GPM at 575 TDH, piping and valves, automatic central control panel(s) with breakers, variable frequency drives (VFDs), and all internal wiring.	LS	\$ _____
TOTAL MATERIAL BID			\$ _____

Proposals must be submitted at least no later than 11:00 am local time on December 19, 2014. Proposals must be sealed and labeled as "Bid for Rattlesnake Ridge Pump Station Upgrade" and addressed to the McCreary County Water District, 19 Crit King Road US 27 / PO Box 488, Whitley City, Kentucky 42653.

BIDDER understands that the OWNER reserves the right to reject and or all bids and to waive any informalities on the bidding.

The BIDDER agrees that this bid shall be good and may not be withdrawn for a period of 90 calendar days after the scheduled closing time for receiving bids.

Respectfully submitted,

_____ Signature	_____ Address
_____ Title	_____ Date

NOTICE OF AWARD

TO: _____

PROJECT Description: Rattlesnake Ridge Pump Station Upgrade.

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated _____, 2014, and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$_____.

You are required by the Information for Bidders to execute the Agreement.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this _____ day of _____, 2015.

Owner
By _____
Title _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

by _____, this the _____ day
of _____, 2015.

By _____
Title _____

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2015, by and between the McCreary County Water District, Whitley City, Kentucky, hereinafter called "OWNER" and _____ doing business as a corporation hereinafter called "CONTRACTOR". WITNESSETH: That for and in consideration of the payments and agreements herein after mentioned:

1. The CONTRACTOR will commence and furnish the materials for the Rattlesnake Ridge Pump Station Upgrade.

2. The CONTRACTOR will furnish all of the materials, supplies, tools, equipment, and other services necessary for the completion of the PROJECT described herein.

3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 10 calendar days after the date of the NOTICE TO PROCEED and will complete the same within 90 calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.

4. The CONTRACTOR agrees to furnish all of the MATERIALS described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$_____ or as shown in the BID schedule.

5. The term "CONTRACT DOCUMENTS" means and includes the following:

- (A) ADVERTISEMENT FOR BIDS
- (B) INFORMATION FOR BIDDERS
- (C) BID

- (D) AGREEMENT
- (E) GENERAL CONDITIONS
- (F) NOTICE OF AWARD
- (G) NOTICE TO PROCEED
- (H) CHANGE ORDER
- (I) DRAWINGS prepared by Monarch Engineering, Inc., dated December 2014.
- (J) SPECIFICATIONS prepared or issued by Monarch Engineering, Inc., dated December 2014.
- (O) ADDENDA:

No. _____, dated _____, 20 _____
 _____, _____, _____
 _____, _____, _____

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the GENERAL CONDITIONS such amounts as required by the CONTRACT DOCUMENTS.

7. This AGREEMENT shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized official, this AGREEMENT in six copies each of which shall be deemed an original on the date first above written.

OWNER:

McCreary County Water District, Whitley City, Kentucky

By: _____

Chairman

(SEAL)

ATTEST:

CONTRACTOR:

By: _____

Name: _____

(Please Type)

Address: _____

Employer Identification Number _____

(SEAL)

ATTEST:

Name: _____

(Please Type)

NOTICE TO PROCEED

TO: _____

DATE: _____
Project: Rattlesnake Ridge Pump Station
Upgrade

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 20____, on or before _____, 20____, and you are to complete the WORK within 90 consecutive calendar days thereafter. The date of completion of all WORK is therefore _____, 20____.

Owner

By _____

Title _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by _____

this the _____, 20____

By _____

Title _____

Employer Identification Number _____

CONTRACT CHANGE ORDER

ORDER NO.
DATE
STATE KENTUCKY
COUNTY PULASKI

CONTRACT FOR
KENTUCKY HIGHWAY 196 WATER LINE RELOCATION

OWNER
WESTERN PULASKI COUNTY WATER DISTRICT

TO

(Contractor)

You are hereby requested to comply with the following changes in the contract plans and specifications:

Description of Changes (Supplemental Plans and Specifications Attached)	DECREASE in Contract Price	INCREASE in Contract Price
TOTALS		
NET CHANGE IN CONTRACT PRICE		

JUSTIFICATION:

The amount of the Contract will be (Increased)(Decreased) By the Sum of:

_____ Dollars _____

The Contract Total Including this and previous Change Orders will be:

_____ Dollars _____

This document will become a supplement to the contract and all provisions will apply hereto.

Requested	_____	_____
	(Western Pulaski County Water District)	(Date)
Recommended	_____	_____
	(Monarch Engineering, Inc.)	(Date)
Accepted	_____	_____
	(Contractor)	(Date)

This information will be used as a record of any changes to the original construction contract.

GENERAL CONDITIONS

- | | |
|--|--|
| 1. Definitions | 17. Subsurface Conditions |
| 2. Additional Instructions and Detail Drawings | 18. Suspension of Work, Termination, and Delay |
| 3. Schedules, Reports, and Records | 19. Payments to Contractor |
| 4. Drawings and Specifications | 20. Acceptance of Final Payment as Release |
| 5. Shop Drawings | 21. Insurance |
| 6. Materials, Services, and Facilities | 22. Contract Security |
| 7. Inspection and Testing | 23. Assignments |
| 8. Substitutions | 24. Indemnification |
| 9. Patents | 25. Separate Contracts |
| 10. Surveys, Permits, Regulations | 26. Subcontracting |
| 11. Protection of Work, Property, Persons | 27. Engineer's Authority |
| 12. Supervision by Contractor | 28. Land and Rights-of-Way |
| 13. Changes in the Work | 29. Guaranty |
| 14. Changes in Contract Price | 30. Arbitration |
| 15. Time for Completion and Liquidated Damages | 31. Taxes |
| 16. Correction of Work | 32. Environmental Requirements |

1. DEFINITIONS

1.1 Wherever used in the CONTRACT DOCUMENTS, the following terms shall have the meanings indicated and shall be applicable to both the singular and plural thereof:

1.2 ADDENDA - Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the CONTRACT DOCUMENTS, DRAWINGS and SPECIFICATIONS, by additions, deletions, clarifications, or corrections.

1.3 BID - The offer or proposal of the BIDDER submitted on the prescribed form setting forth the prices for the WORK to be performed.

1.4 BIDDER - Any person, firm, or corporation submitting a BID for the WORK.

1.5 BONDS - Bid, Performance, and Payment Bonds and other instruments of surety, furnished by the CONTRACTOR and the CONTRACTOR'S surety in accordance with the CONTRACT DOCUMENTS.

1.6 CHANGE ORDER - A written order to the CONTRACTOR authorizing an addition, deletion, or revision in the WORK within the general scope of the CONTRACT DOCUMENTS, or authorizing an adjustment in the CONTRACT PRICE or CONTRACT TIME.

1.7 CONTRACT DOCUMENTS - The contract, including Advertisement For BIDS, Information For BIDDERS, BID, BID BOND, Agreement, Payment BOND, Performance BOND, NOTICE OF AWARD, NOTICE TO PROCEED, CHANGE ORDER, DRAWINGS, SPECIFICATIONS, and ADDENDA.

1.8 CONTRACT PRICE - The total monies payable to the CONTRACTOR under the terms and conditions of the CONTRACT DOCUMENTS.

1.9 CONTRACT TIME - The number of calendar days stated in the CONTRACT DOCUMENTS for the completion of the WORK.

1.10 CONTRACTOR - The person, firm, or corporation with whom the OWNER has executed the Agreement.

1.11 DRAWINGS - The parts of the CONTRACT DOCUMENTS which show the characteristics and scope of the WORK to be performed and which have been prepared or approved by the ENGINEER.

1.12 ENGINEER - The person, firm, or corporation named as such in the CONTRACT DOCUMENTS.

1.13 FIELD ORDER - A written order effecting a change in the WORK not involving an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, issued by the ENGINEER to the CONTRACTOR during construction.

1.14 NOTICE OF AWARD - The written notice of the acceptance of the BID from the OWNER to the successful BIDDER.

1.15 NOTICE TO PROCEED - Written communication issued by the OWNER to the CONTRACTOR authorizing him/her to proceed with the WORK and establishing the date for commencement of the WORK.

1.16 OWNER - A public or quasi-public body or authority, corporation, association, partnership, or an individual for whom the WORK is to be performed.

1.17 PROJECT - The undertaking to be performed as provided in the CONTRACT DOCUMENTS.

1.18 RESIDENT PROJECT REPRESENTATIVE - The authorized representative of the OWNER who is assigned to the PROJECT site or any part thereof.

1.19 SHOP DRAWINGS - All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the CONTRACTOR, a SUBCONTRACTOR, manufacturer, SUPPLIER or distributor, which illustrate how specific portions of the WORK shall be fabricated or installed.

1.20 SPECIFICATIONS - A part of the CONTRACT DOCUMENTS consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.

1.21 SUBCONTRACTOR - An individual, firm, or corporation having a direct contract with CONTRACTOR or with any other SUBCONTRACTOR for the performance of a part of the WORK at the site.

1.22 SUBSTANTIAL COMPLETION - That date certified by the ENGINEER when the construction of the PROJECT or a specified part thereof is sufficiently completed, in accordance with the CONTRACT DOCUMENTS, so that the PROJECT or specified part can be utilized for the purposes for which it is intended.

1.23 SUPPLEMENTAL GENERAL CONDITIONS - Modifications to General Conditions required by a Federal agency for participation in the PROJECT and approved by the agency in writing prior to inclusion in the CONTRACT DOCUMENTS, or such requirements that may be imposed by applicable state laws.

1.24 SUPPLIER - Any person or organization who supplies materials or equipment for the WORK, including that fabricated to a special design, but who does not perform labor at the site.

1.25 WORK - All labor necessary to produce the construction required by the CONTRACT DOCUMENTS, and all materials and equipment incorporated or to be incorporated in the PROJECT.

1.26 WRITTEN NOTICE - Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at their last given address, or delivered in person to said party or their authorized representative on the WORK.

2. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS

2.1 The CONTRACTOR may be furnished additional instructions and detail drawings, by the ENGINEER, as necessary to carry out the WORK required by the CONTRACT DOCUMENTS.

2.2 The additional drawings and instructions thus supplied will become a part of the CONTRACT DOCUMENTS. The CONTRACTOR shall carry out the WORK in accordance with the additional detail drawings and instructions.

3. SCHEDULES, REPORTS AND RECORDS

3.1 The CONTRACTOR shall submit to the OWNER such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data where applicable as are required by the CONTRACT DOCUMENTS for the WORK to be performed.

3.2 Prior to the first partial payment estimate the CONTRACTOR shall submit construction progress schedules showing the order in which the CONTRACTOR proposes to carry on the WORK, including dates at which the various parts of the WORK will be started, estimated date of completion of each part and, as applicable:

3.2.1 The dates at which special detail drawings will be required; and

3.2.2 Respective dates for submission of SHOP DRAWINGS, the beginning of manufacture, the testing and the installation of materials, supplies and equipment.

3.3 The CONTRACTOR shall also submit a schedule of payments that the CONTRACTOR anticipates will be earned during the course of the WORK.

4. DRAWINGS AND SPECIFICATIONS

4.1 The intent of the DRAWINGS and SPECIFICATIONS is that the CONTRACTOR shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the WORK in accordance with the CONTRACT DOCUMENTS and all incidental work necessary to complete the PROJECT in an acceptable manner, ready for use, occupancy or operation by the OWNER.

4.2 In case of conflict between the DRAWINGS and SPECIFICATIONS, the SPECIFICATIONS shall govern. Figure dimensions on DRAWINGS shall govern over general DRAWINGS.

4.3 Any discrepancies found between the DRAWINGS and SPECIFICATIONS and site conditions or any inconsistencies or ambiguities in the DRAWINGS or SPECIFICATIONS shall be immediately reported to the ENGINEER, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. WORK done by the CONTRACTOR after discovery of such discrepancies, inconsistencies or ambiguities shall be done at the CONTRACTOR'S risk.

5. SHOP DRAWINGS

5.1 The CONTRACTOR shall provide SHOP DRAWINGS as may be necessary for the prosecution of the WORK as required by the CONTRACT DOCUMENTS. The ENGINEER shall promptly review all SHOP DRAWINGS. The ENGINEER'S approval of any SHOP DRAWING shall not release the CONTRACTOR from responsibility for deviations from the CONTRACT DOCUMENTS. The approval of any SHOP DRAWING which substantially deviates from the requirement of the CONTRACT DOCUMENTS shall be evidenced by a CHANGE ORDER.

5.2 When submitted for the ENGINEER's review, SHOP DRAWINGS shall bear the CONTRACTOR'S certification that he has reviewed, checked and approved the SHOP DRAWINGS and that they are in conformance with the requirements of the CONTRACT DOCUMENTS.

5.3 Portions of the WORK requiring a SHOP DRAWING or sample submission shall not begin until the SHOP DRAWING or submission has been approved by the ENGINEER. A copy of each approved SHOP DRAWING and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the ENGINEER.

6. MATERIALS, SERVICES AND FACILITIES

6.1 It is understood that, except as otherwise specifically stated in the CONTRACT DOCUMENTS, the CONTRACTOR shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the WORK within the specified time.

6.2 Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the WORK. Stored materials and equipment to be incorporated in the WORK shall be located so as to facilitate prompt inspection.

6.3 Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.

6.4 Materials, supplies, and equipment shall be in accordance with samples submitted by the CONTRACTOR and approved by the ENGINEER.

6.5 Materials, supplies, or equipment to be incorporated into the WORK shall not be purchased by the CONTRACTOR or the SUBCONTRACTOR subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

7. INSPECTION AND TESTING

7.1 All materials and equipment used in the construction of the PROJECT shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the CONTRACT DOCUMENTS.

7.2 The OWNER shall provide all inspection and testing services not required by the CONTRACT DOCUMENTS.

7.3 The CONTRACTOR shall provide at the CONTRACTOR'S expense the testing and inspection services required by the CONTRACT DOCUMENTS.

7.4 If the CONTRACT DOCUMENTS, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any WORK to specifically be inspected, tested, or approved by someone other than the CONTRACTOR, the CONTRACTOR will give the ENGINEER timely notice of readiness. The CONTRACTOR will then furnish the ENGINEER the required certificates of inspection, testing or approval.

7.5 Inspections, tests, or approvals by the engineer or others shall not relieve the CONTRACTOR from the obligations to perform the WORK in accordance with the requirements of the CONTRACT DOCUMENTS.

7.6 The ENGINEER and the ENGINEER'S representatives will at all times have access to the WORK. In addition, authorized representatives and agents of any participating Federal or State agency shall be permitted to inspect all work, materials, payrolls, records or personnel, invoices of materials, and other relevant data and records. The CONTRACTOR will provide proper facilities for such access and observation of the WORK and also for any inspection or testing thereof.

7.7 If any WORK is covered contrary to the written instructions of the ENGINEER it must, if requested by the ENGINEER, be uncovered for the ENGINEER'S observation and replaced at the CONTRACTOR'S expense.

7.8 If the ENGINEER considers it necessary or advisable that covered WORK be inspected or tested by others, the CONTRACTOR, at the ENGINEER'S request, will uncover, expose or otherwise make available for observation, inspection or testing as the ENGINEER may require, that portion of the WORK in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such WORK is defective, the CONTRACTOR will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, if, however, such WORK is not found to be defective, the CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction and an appropriate CHANGE ORDER shall be issued.

8. SUBSTITUTIONS

8.1 Whenever a material, article, or piece of equipment is identified on the DRAWINGS or SPECIFICATIONS by reference to brand name or catalogue numbers, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The CONTRACTOR may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the CONTRACT DOCUMENTS by reference to brand name or catalogue number, and if, in the opinion of the ENGINEER, such material, article, or piece of equipment is of equal substance and function to that specified, the ENGINEER may approve its substitution and use by the CONTRACTOR. Any cost differential shall be deductible from the CONTRACT PRICE and the CONTRACT DOCUMENTS shall be appropriately modified by CHANGE ORDER. The CONTRACTOR warrants that if substitutes are approved, no major changes in the function or general design of the PROJECT will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the CONTRACTOR without a change in the CONTRACT PRICE or CONTRACT TIME.

9. PATENTS

9.1 The CONTRACTOR shall pay all applicable royalties and license fees, and shall defend all suits or claims for infringement of any patent rights and save the OWNER harmless from loss on account thereof, except that the OWNER shall be responsible for any such loss when a particular process, design, or product of a particular manufacturer or manufacturers is specified, however, if the CONTRACTOR has reason to believe that the design, process or product specified is an infringement of a patent, the CONTRACTOR shall be responsible for such loss unless the CONTRACTOR promptly gives such information to the ENGINEER.

10. SURVEYS, PERMITS, REGULATIONS

10.1 The OWNER shall furnish all boundary surveys and establish all base lines for locating the principal component parts of the WORK together with a suitable number of bench marks adjacent to the WORK as shown in the CONTRACT DOCUMENTS. From the information provided by the OWNER, unless otherwise specified in the CONTRACT DOCUMENTS, the CONTRACTOR shall develop and make all detail surveys needed for construction such as slope stakes, batter boards, stakes for pipe locations and other working points, lines, elevations and cut sheets.

10.2 The CONTRACTOR shall carefully preserve bench marks, reference points and stakes and, in case of willful or careless destruction, shall be charged with the resulting expense and shall be responsible for any mistake that may be caused by their unnecessary loss or disturbance.

10.3 Permits and licenses of a temporary nature necessary for the prosecution of the WORK shall be secured and paid for by the CONTRACTOR unless otherwise stated in the SUPPLEMENTAL GENERAL CONDITIONS. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the OWNER, unless otherwise specified. The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the WORK as drawn and specified. If the CONTRACTOR observes that the CONTRACT DOCUMENTS are at variance therewith, the CONTRACTOR shall promptly notify the ENGINEER in writing, and any necessary changes shall be adjusted as provided in Section 13, CHANGES IN THE WORK.

11. PROTECTION OF WORK, PROPERTY, AND PERSONS

11.1 The CONTRACTOR will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the WORK. The CONTRACTOR will take all necessary precautions for the safety of, will provide the necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the WORK and other persons who may be affected thereby, all the WORK and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

11.2 The CONTRACTOR will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. The CONTRACTOR will erect and maintain, as required by the conditions and progress of the WORK, all necessary safeguards for safety and protection. The CONTRACTOR will notify owners of adjacent utilities when prosecution of the WORK may affect them. The CONTRACTOR will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or part, by the CONTRACTOR, any SUBCONTRACTOR or anyone directly or indirectly employed by any of them or anyone directly or indirectly employed by any of them or anyone of whose acts any of them be liable, except damage or loss attributable to the fault of the CONTRACT DOCUMENTS or to the acts or omissions of the OWNER, of the ENGINEER or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the CONTRACTOR.

11.3 In emergencies affecting the safety of persons or the WORK or property at the site or adjacent thereto, the CONTRACTOR, without special instructions or authorization from the ENGINEER or OWNER, shall act to prevent threatened damage, injury or loss. The CONTRACTOR will give the ENGINEER prompt WRITTEN NOTICE of any significant changes in the WORK or deviations from the CONTRACT DOCUMENTS caused thereby, and a CHANGE ORDER shall thereupon be issued covering the changes and deviations involved.

12. SUPERVISION BY CONTRACTOR

12.1 The CONTRACTOR will supervise and direct the WORK. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The CONTRACTOR will employ and maintain on the WORK a qualified supervisor or superintendent who shall have been designated in writing by the CONTRACTOR as the CONTRACTOR'S representative at the site. The supervisor shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor shall be as binding as if given to the CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the WORK.

13. CHANGES IN THE WORK

13.1 The OWNER may at any time, as the need arises, order changes within the scope of the WORK without invalidating the Agreement. If such changes increase or decrease the amount due under the CONTRACT DOCUMENTS, or in the time required for performance of the WORK, an equitable adjustment shall be authorized by CHANGE ORDER.

13.2 The ENGINEER, also, may at any time, by issuing a FIELD ORDER, make changes in the details of the WORK. The CONTRACTOR shall proceed with the performance of any changes in the WORK so ordered by the ENGINEER unless the CONTRACTOR believes that such FIELD ORDER entitles the CONTRACTOR to a change in CONTRACT PRICE or TIME, or both, in which event the CONTRACTOR shall give the ENGINEER WRITTEN NOTICE thereof within seven (7) days after the receipt of the ordered change. Thereafter the CONTRACTOR shall document the basis for the change in CONTRACT PRICE or TIME within thirty (30) days. The CONTRACTOR shall not execute such changes pending the receipt of an executed CHANGE ORDER or further instruction from the OWNER.

14. CHANGES IN CONTRACT PRICE

14.1 The CONTRACT PRICE may be changed only by a CHANGE ORDER. The value of any WORK covered by a CHANGE ORDER or of any claim for increase or decrease in the CONTRACT PRICE shall be determined by one or more of the following methods in the order of precedence listed below:

- a. Unit prices previously approved.
- b. An agreed lump sum.

15. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

15.1 The date of beginning and the time for completion of the WORK are essential conditions of the CONTRACT DOCUMENTS and the WORK embraced shall be commenced on a date specified in the NOTICE TO PROCEED.

15.2 The CONTRACTOR will proceed with the WORK at such rate of progress to insure full completion within the CONTRACT TIME. It is expressly understood and agreed, by and between the CONTRACTOR and the OWNER, that the CONTRACT TIME for the completion of the WORK described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the WORK.

15.3 If the CONTRACTOR shall fail to complete the WORK within the CONTRACT TIME, or extension of time granted by the OWNER, then the CONTRACTOR will pay to the OWNER the amount for liquidated damages as specified in the BID for each calendar day that the CONTRACTOR shall be in default after the time stipulated in the CONTRACT DOCUMENTS.

15.4 The CONTRACTOR shall not be charged with liquidated damages or any excess cost when the delay in completion of the WORK is due to the following and the CONTRACTOR has promptly given WRITTEN NOTICE of such delay to the OWNER or ENGINEER.

15.4.1 To any preference, priority or allocation order duly issued by the OWNER.

15.4.2 To unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including but not restricted to, acts of God, or of the public enemy, acts of the OWNER, acts of another CONTRACTOR in the performance of a contract with the OWNER, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather; and

15.4.3 To any delays of SUBCONTRACTORS occasioned by any of the causes specified in paragraphs 15.4.1 and 15.4.2 of this article.

16. CORRECTION OF WORK

16.1 The CONTRACTOR shall promptly remove from the premises all WORK rejected by the ENGINEER for failure to comply with the CONTRACT DOCUMENTS, whether incorporated in the construction or not, and the CONTRACTOR shall promptly replace and reexecute the WORK in accordance with the CONTRACT DOCUMENTS and without expense to the OWNER and shall bear the expense of making good all WORK of other CONTRACTORS destroyed or damaged by such removal or replacement.

16.2 All removal and replacement WORK shall be done at the CONTRACTOR'S expense. If the CONTRACTOR does not take action to remove such rejected WORK within ten (10) days after receipt of WRITTEN NOTICE, the OWNER may remove such WORK and store the materials at the expense of the CONTRACTOR.

17. SUBSURFACE CONDITIONS

17.1 The CONTRACTOR shall promptly, and before such conditions are disturbed, except in the event of an emergency, notify the OWNER by WRITTEN NOTICE of:

17.1.1 Subsurface or latent physical conditions at the site differing materially from those indicated in the CONTRACT DOCUMENTS; or

17.1.2 Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in WORK of the character provided for in the CONTRACT DOCUMENTS.

17.2 The OWNER shall promptly investigate the conditions, and if it is found that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for, performance of the WORK, an equitable adjustment shall be made and the CONTRACT DOCUMENTS shall be modified by a CHANGE ORDER. Any claim of the CONTRACTOR for adjustment hereunder shall not be allowed unless the required WRITTEN NOTICE has been given; provided that the OWNER may, if the OWNER determines the facts so justify, consider and adjust any such claims asserted before the date of final payment.

18. SUSPENSION OF WORK, TERMINATION, AND DELAY

18.1 The OWNER may suspend the WORK or any portion thereof for a period of not more than ninety days or such further time as agreed upon by the CONTRACTOR, by WRITTEN NOTICE to the CONTRACTOR and the ENGINEER which shall fix the date on which WORK shall be resumed. The CONTRACTOR will resume that WORK on the date so fixed. The CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to any suspension.

18.2 If the CONTRACTOR is adjudged a bankrupt or insolvent, or makes a general assignment for the benefit of its creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of its property, or if CONTRACTOR files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or repeatedly fails to make prompt payments to SUBCONTRACTORS or for labor, materials or equipment or disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the WORK or disregards the authority of the ENGINEER, or otherwise violates any provision of the CONTRACT DOCUMENTS,

then the OWNER may, without prejudice to any other right or remedy and after giving the CONTRACTOR and its surety a minimum of ten (10) days from delivery of a WRITTEN NOTICE, terminate the services of the CONTRACTOR and take possession of the PROJECT and of all materials, equipment, tools, construction equipment and machinery thereon owned by the CONTRACTOR, and finish the WORK by whatever method the OWNER may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the WORK is finished. If the unpaid balance of the CONTRACT PRICE exceeds the direct and indirect costs of completing the PROJECT, including compensation for additional professional services, such excess SHALL BE PAID TO THE CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR will pay the difference to the OWNER. Such costs incurred by the OWNER will be determined by the ENGINEER and incorporated in a CHANGE ORDER.

18.3 Where the CONTRACTOR'S services have been so terminated by the OWNER, said termination shall not affect any right of the OWNER against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of monies by the OWNER due the CONTRACTOR will not release the CONTRACTOR from compliance with the CONTRACT DOCUMENTS.

18.4 After ten (10) days from delivery of a WRITTEN NOTICE to the CONTRACTOR and the ENGINEER, the OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the PROJECT and terminate the CONTRACT. In such case the CONTRACTOR shall be paid for all WORK executed and any expense sustained plus reasonable profit.

18.5 If, through no act or fault of the CONTRACTOR, the WORK is suspended for a period of more than ninety (90) days by the OWNER or under an order of court or other public authority, or the ENGINEER fails to act on any request for payment within thirty (30) days after it is submitted, or the OWNER fails to pay the CONTRACTOR substantially the sum approved by the ENGINEER or awarded by arbitrators within thirty (30) days of its approval and presentation, then the CONTRACTOR may, after ten (10) days from delivery of a WRITTEN NOTICE to the OWNER and the ENGINEER terminate the CONTRACT and recover from the OWNER payment for all WORK executed and all expenses sustained. In addition and in lieu of terminating the CONTRACT, if the ENGINEER has failed to act on a request for payment or if the OWNER has failed to make any payment as aforesaid, the CONTRACTOR may upon ten (10) days written notice to the OWNER and the ENGINEER stop the WORK until paid all amounts then due, in which event and upon resumption of the WORK CHANGE ORDERS shall be issued for adjusting the CONTRACT PRICE or extending the CONTRACT TIME or both to compensate for the costs and delays attributable to the stoppage of the WORK.

18.6 If the performance of all or any portion of the WORK is suspended, delayed, or interrupted as a result of a failure of the OWNER or ENGINEER to act within the time specified in the CONTRACT DOCUMENTS, or if no time is specified, within a reasonable time, an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, shall be made by CHANGE ORDER to compensate the CONTRACTOR for the costs and delays necessarily caused by the failure of the OWNER or ENGINEER.

19. PAYMENT TO CONTRACTOR

19.1 At least ten (10) days before each progress payment falls due (but not more often than once a month), the CONTRACTOR will submit to the ENGINEER a partial payment estimate filled out and signed by the CONTRACTOR covering the WORK performed during the period covered by the partial payment estimate and supported by such data as the ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the WORK but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the OWNER, as will establish the OWNER'S title to the material and equipment and protect the OWNER'S interest therein, including applicable insurance. The ENGINEER will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing approval of payment, and present the partial payment estimate to the OWNER, or return the partial payment estimate to the CONTRACTOR indicating in writing the reasons for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate. The OWNER will, within ten (10) days of presentation of an approved partial payment estimate, pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate less the retainage. The retainage shall be an amount equal to 5% of said estimate. If at any time thereafter when the progress of the WORK is not satisfactory, additional amounts may be retained. Upon substantial completion of the work, any amount retained may be paid to the CONTRACTOR. When the WORK has been substantially completed except for WORK which cannot be completed because of weather conditions, lack of materials or other reasons which in the judgment of the OWNER are valid reasons for noncompletion, the OWNER may make additional payments, retaining at all times an amount sufficient to cover the estimated cost of the WORK still to be completed.

19.2 The request for payment may also include an allowance for the cost of such major materials and equipment which are suitably stored either at or near the site.

19.3 Prior to SUBSTANTIAL COMPLETION, the OWNER, with the approval of the ENGINEER and with the concurrence of the CONTRACTOR, may use any completed or substantially completed portions of the WORK. Such use shall not constitute an acceptance of such portions of the WORK.

19.4 The OWNER shall have the right to enter the premises for the purpose of doing work not covered by the CONTRACT DOCUMENTS. This provision shall not be construed as relieving the CONTRACTOR of the sole responsibility for the care and protection of the WORK, or the restoration of any damaged WORK except such as may be caused by agents or employees of the OWNER.

19.5 Upon completion and acceptance of the WORK, the ENGINEER shall issue a certificate attached to the final payment request that the WORK has been accepted under the conditions of the CONTRACT DOCUMENTS. The entire balance found to be due the CONTRACTOR, including the retained percentages, but except such sums as may be lawfully retained by the OWNER, shall be paid to the CONTRACTOR within thirty (30) days of completion and acceptance of the WORK.

19.6 The CONTRACTOR will indemnify and save the OWNER or the OWNER'S agents harmless from all claims growing out of the lawful demand of SUBCONTRACTORS, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the WORK. The CONTRACTOR shall, at the OWNER'S request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the CONTRACTOR fails to do so the OWNER may, after having notified the CONTRACTOR, either pay unpaid bills or withhold from the CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the CONTRACTOR shall be resumed in accordance with the terms of the CONTRACT DOCUMENTS, but in no event shall the provisions of this sentence be construed to impose any obligations upon the OWNER to either the CONTRACTOR, the CONTRACTOR'S Surety, or any third party. In paying any unpaid bills of the CONTRACTOR, any payment so made by the OWNER shall be considered as a payment made under the CONTRACT DOCUMENTS by the OWNER to the CONTRACTOR and the OWNER shall not be liable to the CONTRACTOR for any such payments made in good faith.

19.7 If the OWNER fails to make payment thirty (30) days after approval by the ENGINEER, in addition to other remedies available to the CONTRACTOR, there shall be added to each such payment interest at the maximum legal rate commencing on the first day after said payment is due and continuing until the payment is received by the CONTRACTOR.

20. ACCEPTANCE OF FINAL PAYMENT AS RELEASE

20.1 The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the OWNER of all claims and all liability to the CONTRACTOR other than claims in stated amounts as may be specifically excepted by the CONTRACTOR for all things done or furnished in connection with this WORK and for every act and neglect of the OWNER and others relating to or arising out of this WORK. Any payment, however,

final or otherwise, shall not release the CONTRACTOR or its sureties from any obligations under the CONTRACT DOCUMENTS or the Performance and Payment BONDS.

21. INSURANCE

21.1 The CONTRACTOR shall purchase and maintain such insurance as will protect it from claims set forth below which may arise out of, or result from, the CONTRACTOR'S execution of the WORK, whether such execution be by the CONTRACTOR, any SUBCONTRACTOR, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

21.1.1 Claims under workmen's compensation, disability benefit and other similar employee benefit acts;

21.1.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of employees;

21.1.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than employees;

21.1.4 Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the CONTRACTOR, or (2) by any other person; and

21.1.5 Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

21.2 Certificates of Insurance acceptable to the OWNER shall be filed with the OWNER prior to commencement of the WORK. These Certificates shall contain a provision that coverages afforded under the policies will not be canceled unless at least fifteen (15) days prior WRITTEN NOTICE has been given to the OWNER.

21.3 The CONTRACTOR shall procure and maintain, at the CONTRACTOR'S own expense, during the CONTRACT TIME, Liability insurance as hereinafter specified:

21.3.1 CONTRACTOR'S General Public Liability and Property Damage Insurance including vehicle coverage issued to the CONTRACTOR and protecting the CONTRACTOR from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the CONTRACT DOCUMENTS, whether such operations be by the CONTRACTOR or by any SUBCONTRACTOR employed by the CONTRACTOR or anyone directly or indirectly employed by the CONTRACTOR or by a SUBCONTRACTOR employed by the CONTRACTOR. Insurance shall be written with a limit of liability of not less than \$500,000 for all damages arising out of bodily injury,

including death, at any time resulting therefrom, sustained by any one person in any one accident; and a limit of liability of not less than \$500,000 aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$200,000 for all property damage sustained by any one person in any one accident; and a limit of liability of not less than \$200,000 aggregate for any such damage sustained by two or more persons in any one accident.

21.3.2 The CONTRACTOR shall acquire and maintain, if applicable, Fire and Extended Coverage insurance upon the PROJECT to the full insurable value thereof for the benefit of the OWNER, the CONTRACTOR, and SUBCONTRACTORS as their interest may appear. This provision shall in no way release the CONTRACTOR or CONTRACTOR'S surety from obligations under the CONTRACT DOCUMENTS to fully complete the PROJECT.

21.4 The CONTRACTOR shall procure and maintain, at the CONTRACTOR'S own expense, during the CONTRACT TIME, in accordance with the provisions of the laws of the state in which the WORK is performed, Workmen's Compensation Insurance, including occupational disease provisions, for all of the CONTRACTOR'S employees at the site of the PROJECT and in case any WORK is sublet, the CONTRACTOR shall require such SUBCONTRACTOR similarly to provide Workmen's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. In case any class of employees engaged in hazardous work under this contract at the site of the PROJECT is not protected under Workmen's Compensation statute, the CONTRACTOR shall provide, and shall cause each SUBCONTRACTOR to provide, adequate and suitable insurance for the protection of its employees not otherwise protected.

21.5 The CONTRACTOR shall secure, if applicable, "All Risk" type Builder's Risk Insurance for WORK to be performed. Unless specifically authorized by the OWNER, the amount of such insurance shall not be less than the CONTRACT PRICE totaled in the BID. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft, and smoke during the CONTRACT TIME, and until the WORK is accepted by the OWNER. The policy shall name as the insured the CONTRACTOR, and the OWNER.

22. CONTRACT SECURITY

22.1 The CONTRACTOR shall within ten (10) days after the receipt of the NOTICE OF AWARD furnish the OWNER with a Performance BOND and a Payment BOND in penal sums equal to the amount of the CONTRACT PRICE, conditioned upon the performance by the CONTRACTOR of all undertakings, covenants, terms, conditions and agreements of the CONTRACT DOCUMENTS, and upon the prompt payment by the CONTRACTOR to all persons supplying labor and materials in the prosecution of the WORK provided by the CONTRACT DOCUMENTS. Such BONDS shall be executed by the CONTRACTOR and a corporate bonding company licensed to transact such

business in the state in which the WORK is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. The expense of these BONDS shall be borne by the CONTRACTOR. If at any time a surety on any such BOND is declared a bankrupt or loses its right to do business in the state in which the WORK is to be performed or is removed from the list of Surety Companies accepted on Federal Bonds, CONTRACTOR shall within ten (10) days after notice from the OWNER to do so, substitute an acceptable BOND (or BONDS) in such form and sum and signed by such other surety or sureties as may be satisfactory to the OWNER. The premiums on such BOND shall be paid by the CONTRACTOR. No further payment shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable BOND to the OWNER.

23. ASSIGNMENTS

23.1 Neither the CONTRACTOR nor the OWNER shall sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof, or of any right, title or interest therein, or any obligations thereunder, without written consent of the other party.

24. INDEMNIFICATION

24.1 The CONTRACTOR will indemnify and hold harmless the OWNER and the ENGINEER and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the WORK, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the CONTRACTOR, and SUBCONTRACTOR, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

24.2 In any and all claims against the OWNER or the ENGINEER, or any of their agents or employees, by any employee of the CONTRACTOR, any SUBCONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any SUBCONTRACTOR under workmen's compensation acts, disability benefit acts or other employee benefits acts.

24.3 The obligation of the CONTRACTOR under this paragraph shall not extend to the liability of the ENGINEER, its agents or employees arising out of the preparation or approval of maps, DRAWINGS, opinions, reports, surveys, CHANGE ORDERS, designs or SPECIFICATIONS.

25. SEPARATE CONTRACTS

25.1 The OWNER reserves the right to let other contracts in connection with this PROJECT. The CONTRACTOR shall afford other CONTRACTORS reasonable opportunity for the introduction and storage of their materials and the execution of their WORK, and shall properly connect and coordinate the WORK with theirs. If the proper execution or results of any part of the CONTRACTOR'S WORK depends upon the WORK of any other CONTRACTOR, the CONTRACTOR shall inspect and promptly report to the ENGINEER any defects in such WORK that render it unsuitable for such proper execution and results.

25.2 The OWNER may perform additional WORK related to the PROJECT or the OWNER may let other contracts containing provisions similar to these. The CONTRACTOR will afford the other CONTRACTORS who are parties to such Contracts (or the OWNER, if the OWNER is performing the additional WORK) reasonable opportunity for the introduction and storage of materials and equipment and the execution of WORK, and shall properly connect and coordinate the WORK with theirs.

25.3 If the performance of additional WORK by other CONTRACTORS or the OWNER is not noted in the CONTRACT DOCUMENTS prior to the execution of the CONTRACT, written notice thereof shall be given to the CONTRACTOR prior to starting any such additional WORK. If the CONTRACTOR believes that the performance of such additional WORK by the OWNER or others involves it in additional expense or entitles it to an extension of the CONTRACT TIME, the CONTRACTOR may make a claim thereof as provided in Sections 14 and 15.

26. SUBCONTRACTING

26.1 The CONTRACTOR may utilize the services of specialty SUBCONTRACTS on those parts of the WORK which, under normal contracting practices, are performed by specialty SUBCONTRACTORS.

26.2 The CONTRACTOR shall not award WORK to SUBCONTRACTOR(s), in excess of fifty (50%) percent of the CONTRACT PRICE, without prior written approval of the OWNER.

26.3 The CONTRACTOR shall be fully responsible to the OWNER for the acts and omissions of its SUBCONTRACTORS, and of persons either directly or indirectly employed by them, as the CONTRACTOR is for the acts and omissions of persons directly employed by the CONTRACTOR.

26.4 The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the WORK to bind SUBCONTRACTORS to the CONTRACTOR by the terms of the CONTRACT DOCUMENTS insofar as applicable to

the WORK of SUBCONTRACTORS and to give the CONTRACTOR the same power as regards terminating any subcontract that the OWNER may exercise over the CONTRACTOR under any provision of the CONTRACT DOCUMENTS.

26.5 Nothing contained in this CONTRACT shall create any contractual relationship between any SUBCONTRACTOR and the OWNER.

27. ENGINEER'S AUTHORITY

27.1 The ENGINEER shall act as the OWNER'S representative during the construction period, shall decide questions which may arise as to quality and acceptability of materials furnished and WORK performed, and shall interpret the intent of the CONTRACT DOCUMENTS in a fair and unbiased manner. The ENGINEER will make visits to the site and determine if the WORK is proceeding in accordance with the CONTRACT DOCUMENTS.

27.2 The CONTRACTOR will be held strictly to the intent of the CONTRACT DOCUMENTS in regard to the quality of materials, workmanship, and execution of the WORK. Inspections may be made at the factory or fabrication plant of the source of material supply.

27.3 The ENGINEER will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.

27.4 The ENGINEER shall promptly make decisions relative to interpretation of the CONTRACT DOCUMENTS.

28. LAND AND RIGHTS-OF-WAY

28.1 Prior to issuance of NOTICE TO PROCEED, the OWNER shall obtain all land and rights-of-way necessary for carrying out and for the completion of the WORK to be performed pursuant to the CONTRACT DOCUMENTS, unless otherwise mutually agreed.

28.2 The OWNER shall provide to the CONTRACTOR information which delineates and describes the lands owned and rights-of-way acquired.

28.3 The CONTRACTOR shall provide at its own expense and without liability to the OWNER any additional land and access thereto that the CONTRACTOR may desire for temporary construction facilities, or for storage of materials.

29. GUARANTEE

29.1 The CONTRACTOR shall guarantee all materials and equipment furnished and WORK performed for a period of one (1) year from the date of SUBSTANTIAL COMPLETION. The CONTRACTOR warrants and guarantees for a period of one (1) year from the date of SUBSTANTIAL COMPLETION of the system that the completed system is free from all defects due to faulty materials or workmanship and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The OWNER will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs, adjustments, or other WORK that may be made necessary by such defects, the OWNER may do so and charge the CONTRACTOR the cost thereby incurred. The Performance BOND shall remain in full force and effect through the guarantee period.

30. ARBITRATION BY MUTUAL AGREEMENT

30.1 All claims, disputes, and other matters in question arising out of, or relating to, the CONTRACT DOCUMENTS or the breach thereof, except for claims which have been waived by making an acceptance of final payment as provided by Section 20, may be decided by arbitration if the parties mutually agree. Any agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any court having jurisdiction thereof.

30.2 Notice of the request for arbitration shall be filed in writing with the other party to the CONTRACT DOCUMENTS and a copy shall be filed with the ENGINEER. Request for arbitration shall in no event be made on any claim, dispute, or other matter in question which would be barred by the applicable statute of limitations.

30.3 The CONTRACTOR will carry on the WORK and maintain the progress schedule during any arbitration proceedings, unless otherwise mutually agreed in writing.

31. TAXES

31.1 The CONTRACTOR will pay all sales, consumer, use, and other similar taxes required by the laws of the place where the WORK is performed.

32. ENVIRONMENTAL REQUIREMENTS

The CONTRACTOR, when constructing a project involving trenching and/or other related earth excavation, shall comply with the following environmental constraints.

32.1 WETLANDS - The CONTRACTOR, when disposing of excess, spoil, or other construction materials on public or private property, WILL NOT FILL IN or otherwise CONVERT WETLANDS.

32.2 FLOODPLAINS - The CONTRACTOR, when disposing of excess, spoil, or other construction materials on public or private property, WILL NOT FILL IN or otherwise CONVERT 100 YEAR FLOODPLAIN areas delineated on the latest FEMA Floodplain Maps.

32.3 HISTORIC PRESERVATION - Any excavation by the Contractor that uncovers an historical or archaeological artifact shall be immediately reported to the PROJECT ENGINEER. Construction shall be temporarily halted pending the notification process and further directions issued by the PROJECT ENGINEER after consultation with the State Historic Preservation Officer (SHPO).

32.4 ENDANGERED SPECIES - The CONTRACTOR shall comply with the Endangered Species Act, which provides for the protection of endangered and/or threatened species and critical habitat. Should any evidence of the presence of endangered and/or threatened species or their critical habitat be brought to the attention of the CONTRACTOR, the CONTRACTOR will immediately report this evidence to the PROJECT ENGINEER. Construction shall be temporarily halted pending the notification process and further directions issued by the PROJECT ENGINEER after consultation with the U.S. Fish and Wildlife Service.

TECHNICAL SPECIFICATIONS

**MCCREARY COUNTY WATER DISTRICT
MCCREARY COUNTY, KENTUCKY**

RATTLESNAKE RIDGE BOOSTER PUMP STATION

PROJECT NO. 1013

DECEMBER 2014

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SECTION 1 - BOOSTER PUMP STATION Section 1-1

SECTION 1 – BOOSTER PUMP STATION

1.0 Scope of Work. The contractor shall furnish the materials only for the skid-mounted water booster pumping system as shown on the plans. The system shall include a skid-mounted booster pump station consisting of two pumps and motors, piping and valves, automatic central control panel(s) with breakers, variable frequency drives (VFDs), and all internal wiring.

In the event the contractor obtains engineer's approval on equipment other than that which was specified, contractor shall, at his own expense, make any changes in structures or piping necessary to accommodate equipment.

1.1 Booster Pumps. Two vertical multi-stage centrifugal water pumps shall be installed on a skid that will be installed in a building (Building By Others). Each pump shall be capable of delivering 80 gallons per minute of water against a total dynamic head of 575 feet. The pumps shall have a maximum allowable speed of 3500 R.P.M., and the minimum rated horsepower of each motor shall be 20. Minimum pump efficiency shall be 60%, and the maximum net positive suction head required (NPSHR) shall be 6 feet. The pumps are to be Grundfos CR 15-10, or approved equal.

Pump suction/discharge chambers, motor stools and pump shaft couplings shall be constructed of close-grained cast iron. The impellers, pump shafts, diffuser chambers, outer discharge sleeves and impeller seal rings or seal ring retainers shall be constructed of stainless steel. The impellers shall be secured directly to the pump shaft by means of a stainless steel tapered split cone and locking nut or by a splined shaft arrangement. Intermediate and lower shaft bearings shall be bronze or tungsten carbide and ceramic. Pumps shall be equipped with a high temperature mechanical seal assembly with tungsten carbide seal faces mounted in stainless steel seal components. 300# ANSI suction and discharge flanges shall be supplied on the pumps.

Each pump shall be direct coupled to a 20 HP, 3500 RPM, 1 phase, 60 hertz, 210 volt, TEFC, standard vertical NEMA C face electric motor, with a service factor of 1.15. Motor shall be of such size that it will operate continuously without exceeding its horsepower rating, exclusive of its service factor, over the entire performance curve.

The pump/motor assembly shall be mounted to a fabricated steel base built specifically for the pump/motor to be mounted. Each mounting or attachment point shall be complete with a vibration isolation pad. The pad will be in two (2) parts, a 1/1" base layer followed by a 5/8" upper layer and be a nominal 2" x 2" square size for pump/motor combinations weighing up to 1500 pounds.

1.2 Piping. The pipe used in the booster system shall be flanged ductile iron class 350 pipe, manufactured in accordance with the dimensional tolerances and material specifications of current ASTM standards for flanged ductile iron piping.

All piping and equipment shall be equipped with ANSI Standard B16.12, Class 300 flanges. Toruseal or other high pressure gaskets shall be used at all flange connections.

After the station piping and valves have been constructed, the station piping system, including pumps, piping, fittings and all valves that make up the entire station piping shall be tested with

high-pressure air to test for leaks. High-pressure air shall be pumped into the piping system and a soap solution shall then be sprayed on any joints for leak indication. After final assembly of the pumps, piping and valves, the entire system shall be hydrostatically tested to test for leaks at all joints, connections and weld seams. Any deficiencies found during the air test or the hydrostatic test shall be repaired and the system shall be retested.

1.3 Butterfly Valves. Butterfly Valves shall be wafer style and meet ANSI Class 300 flange standards. Metal reinforced dovetail seat shall ensure drop tight, bi-directional shutoff. The stem shall be one piece. The disc and stem shall be connected by a stainless steel torque plug which shall provide positive engagement. The valve shall have upper and lower RTFE inboard stem bearings, isolated from the line media, and a heavy-duty upper stem bushing.

The valve body shall be cast iron; aluminum bronze disc; stainless steel stem; EPDM seat; acetal upper stem bushing; BUNA-N V-cup stem seal.

Valve sized six (6) inches and smaller shall be equipped with lever operator and 10 degree increment throttling plate. Valve sized eight (8) inches and larger shall be equipped with a weather-proof, heavy-duty, gear operator complete with a position indicator.

The butterfly valves shall be manufactured by Keystone, Series 37

1.4 Check Valve. Each pump discharge pipe run shall include a wafer-type, non-slam check valve meeting ANSI Class 300 flange standards. The body of the check valve shall be C. The seat shall contain a TFE seal to provide zero leakage. The seal design shall provide zero leakage at both low and high pressure without over-loading or damaging the TFE seal. The guide bushings shall be bronze copper alloy and conform to ASTM Designation B-581. The valve spring and seat retainers shall be stainless steel and conform to ASTM Designation A-313. The valve plug shall be guided at both ends by a center shaft integral with the valve plug. Alignment of the center shaft shall be provided by guide bushings.

Check valves shall be manufactured by Price, Figure 809.

1.5 Relief Valve. The relief valve shall be pilot controlled, hydraulically operated, diaphragm type automatic control valve. The main valve shall be furnished with a resilient, replaceable seat. The control pilot shall be a direct acting, adjustable, spring loaded, normally closed pilot designed to close the main valve whenever the sensed pressure is below the pilot spring setting. The relief valve shall function to limit the discharge header pressure to the value set into the control pilot. The valve shall be sized as shown on the plan and be globe pattern, equipped with stainless steel trim and flanged to meet ANSI Class 300 and have a maximum pressure rating of 100 psi. The pilot shall be adjustable from 250 to 600 psi and be set at the factory at 350 psi.

The Relief Valve shall be manufactured by Cla-Val, Model 50-01.

1.6 Gate Valve. The meter inlet isolating valve where shown and as sized on the plan sheet covering this item shall be a gate valve meeting or exceeding AWWA Standard C-500. The gate valve will be cast iron body, bronze mounted, resilient seat, NRS (non-rising stem). The valve will be flanged pattern with flange and drilling complying to ANSI B16.12, Class 300. The valve will be complete with handwheel operator and shall be constructed so as to open left (counter-

clockwise). Maximum working pressure shall be 250 psi.

The gate valve shall be manufactured by Mueller Co., model 2360.

1.7 Magnetic Flow Meter. The magnetic flowmeter shall be microprocessor-based, and flanged. It shall indicate, totalize, and transmit flow in full pipes. The magnetic flowmeter shall utilize DC bi-polar pulsed coil excitation, automatically re-zeroing after every cycle. The accuracy shall be at least 0.5% of flow rate over a 33:1 turndown at all flow rates above 1 fps. Accuracy shall be verified by calibration in a flow laboratory traceable to the NIST.

The flow sensor liner shall be Tefzel as approved by both the EPA and the FDA. The housing shall be steel. The integrally-mounted flow sensor and transmitter shall be FM approved and CSA approved. The electronics shall be remote mounted in a Nema 1X enclosure as shown on the plans.

The meter shall incorporate HI-Z circuitry. The preamplifier input impedance shall not be less than 10^{12} ohms. External ultrasonic electrode cleaners shall not be acceptable. Isolated outputs shall be 1-20 mA dc. Low flow cutoff shall be adjustable from 0-9% FS and there shall be two flow alarms settable from 0-99% of span.

The 2-line, 16-character alphanumeric display shall indicate user-defined flow units and total flow. All menu advice and commands shall be viewed on this display. The flowmeter shall incorporate the MAG-COMMAND feature allowing menu selection and changes to be made from outside the housing via Hall-effect sensors. It shall not be necessary to remove covers, panels or fasteners to accomplish calibration or program changes. The meter software shall incorporate a password feature preventing inadvertent program changes. All printed circuit boards shall be contained in a plug-in module and be interchangeable for any size without requiring test equipment. Totalized flow and programmed configuration shall be maintained in memory for the meters lifetime.

The flow meter shall be manufactured by Sparling Instruments, Inc., model FM656 TIGERMAGEP.

1.8 Flange Coupling Adapter. Uni-Flange or a flanged coupling adapter (FCA) shall be used as shown on the plans. They shall be rated at a working pressure of at least 350 psi.

1.9 Combination Pressure Gauges. Combination pressure gauges shall have a built-in pressure snubber and 1-1/2 inch minimum diameter faces and be turret style, black phenolic case with clear glass face. The movement shall be rotary, of 100 Series stainless steel with teflon coated pinion gear and segment. The gauge shall be bottom connected & accept a 1/1" NPT female thread. Combination pressure gauge range and scale graduations shall be in psi and feet of water as follows:

Suction Pressure - 0 to 200 psi, 20 psi figure intervals, with graduating marks every 2 psi

Discharge Pressure - 0 to 100 psi, 25 psi figure intervals, with graduating marks every 5 psi

All gauges will be panel mounted off the pipeline and be rigidly connected to their respective sensing point with piping with a pressure class of at least 350 psi. The gauge trim tubing shall be complete with both isolating and vent valves and the tubing shall be so arranged as to easily vent air

and facilitate gauge removal. Gauges mounted directly to the pipeline or at the sensing point will not be accepted.

Gauges shall be manufactured by WIKA Model 212.31.

1.10 Hose Bibb with Vacuum Breaker. There shall be provided a standard hose bibb with valve and vacuum breaker on the suction piping.

1.11 Electrical Service. The 120/210 volt, 1 phase, 60 cycle, electrical service for this station shall be provided by others.

1.12 Electrical & Control System. The power distribution center and electrical controls shall be mounted in common NEMA Type 1 gasketed fabricated steel enclosures. The enclosure shall have a full opening door, mounted on heavy piano hinges. Suitable type latching devices shall be provided on the door. Starters, breakers, relays, timers and wiring raceway shall be neatly arranged on a removable steel back plate. All circuit breaker operators, selector switches, indicating lights, and single phase items shall be mounted on or through die cut openings in the enclosure door. It shall not be necessary to open this enclosure, except for adjustment of controls.

Metal framing channel shall be used exclusively for mounting of all electrical panels and electrical components except for those specifically designated otherwise.

Properly sized, heavy duty, molded case thermal-magnetic air circuit breakers shall be provided for branch circuit disconnect service and for over-current protection of all control, motor and auxiliary circuits. The power distribution center shall include circuit breakers as follows:

- One (1) Main Breaker,
- Two (2) Branch Breakers, one each per pump,
- One (1) Phase Monitor Breaker,
- One (1) HVAC

Eight (8) Auxiliary Circuit Breakers, as follows:

- | | |
|------------------------|----------|
| 1. Controls | 5. Spare |
| 2. Lights | 6. Spare |
| 3. Convenience Outlets | 7. Spare |
| 1. Dehumidifier | 8. Spare |

The control panel shall conform to the National Electrical Code specifications and shall be UL listed and labeled in accordance with UL standards No. 508 for Industrial Control Panels. In accordance with U.L. procedures, a U.L. label shall be affixed to the control panel.

Pump alternation, running time meters and time delay relays shall be internal to the pump controller.

Six digit, non-resettable elapsed time meters shall be provided to record the running time of each pump motor. The meter shall be enclosed in a dust and moisture proof molded plastic case, suitable for flush mounting on the main control panel. These devices shall be mounted in die cut openings in the enclosure door.

Adjustable snap action diaphragm type pressure switches shall provide low suction and high discharge control of the booster pumps. Set points shall be easily adjusted after removing the weatherproof cast aluminum case cover. The repeatability shall be plus or minus .5% of range span. Two switches shall be provided for the following operations:

1. Low suction pressure cut out, 0 to 20 psi.
2. High discharge pressure, 310 to 360 psi.

Eight (8) solid state time delay relays shall be provided to perform the following functions:

1. Low Suction Timer
2. High Discharge Timer
3. Start Control Timer Pump #1
1. Stop Control Timer Pump #1
5. Start Control Timer Pump #2
6. Stop Control Timer Pump #2
7. Parallel Start Pump #1
8. Parallel Start Pump #2

The solid state time delay relay shall have an adjustable time range of 10 seconds to 10 minutes. The relays shall be constructed to use a DIN rail mount socket so that the relays can be replaced without disturbing the wiring. The relay shall be complete with LED indicators for output and power.

Hand-Off-Automatic switches shall be oil tight, 2 or 3 position, and grouped conveniently with oil tight, full voltage indicating lights, on the panel door.

1. Pump #1
2. Pump #2

Indicating lights shall identify the following functions:

1. Red - Low suction pressure.
2. Red - High discharge pressure.
3. Green - Pump #1 running.
1. Green - Pump #2 running.

Nameplates shall be furnished on all panel front mounted switches and lights.

The control panel door shall be complete on the interior with a stick-on transparency containing an "as-built" reproduction of the electrical control panel schematic. The wiring diagram shall be a corrected "as-built" copy & contain individual wire numbers, circuit breaker number, switch designations & control function explanations.

The pump manufacturer shall furnish and install a complete Adjustable Frequency Controller System. The Adjustable Frequency Controller shall be furnished by a single vendor who has actively been manufacturing Adjustable Frequency Controllers for a period of at least five (5) years. The Adjustable Frequency Controller shall be UL and CSA certified and shall comply with the latest applicable standards of ANSI, IEEE and NEMA. The controllers shall be rated as shown on drawings. As a minimum the full load output current of the controller shall be equal to the equivalent motor horsepower as listed by National Electrical Code Table 130-150. The Adjustable Frequency Controller manufacturer shall maintain, as part of a national network, engineering service facilities within 250 miles of project, to provide start-up service, emergency service calls, repair work, service contracts, maintenance, and troubleshooting training of customer personnel.

There shall be provided two (2) Variable Frequency Drive (VFD) units for the following motor loads:

1. 20 horsepower HP
2. 20 horsepower HP

The VFD(s) shall be rated for operation at 180 volts. The unit(s) shall tolerate a 10% overvoltage and 15% undervoltage, a line frequency between 57-63 Hz, and have a 100% load rating. The VFD shall operate at 100% rated capacity, without derating, up to 3,300 feet MSL. The unit shall operate in environments of 5%-95% noncondensing humidity, at an ambient temperature between -10E and +10EC (+11EF to +122EF). The VFD shall have a displacement power factor of no less than 95%. The drive shall have a 98% efficiency at FLA.

The VFD shall output a coded pulse width modulation power output to the load over a frequency range of 0-100 Hz, 1Hz stop settings. The drive shall have a frequency regulation of $\pm 0.2\%$ of maximum output frequency.

The drive shall have the following protective features: overcurrent, ground fault, undervoltage, overvoltage, input phase loss, overheating of heatsink, external alarm, overheating internally, overheating of braking resistor, motor 1 overload, motor 2 overload, inverter overload, blown fuse, memory error, keypad panel communication error, CPU error, option error, operating error, output wiring error, and modbus RTU error. The drive shall have a keypad through which operator personnel can manually start/stop drive, manual control speed, job drive motor, and adjust drive parameters. The drive shall have a bypass/load isolation contactor set which will isolate the load side of the drive and allow across-the-line starting of load by manual selection. Bypass will have thermal overload protection. The drive shall be manufactured by Fuji Frenic Model FRN050P11S-1UX.

A phase monitor shall be supplied to protect three-phase equipment against phase loss, undervoltage and phase reversal conditions. When a fault is sensed, the monitor output relay opens

within two seconds or less to turn the equipment off and/or cause an audio or visual alarm. Both Delta and Wye systems may be monitored. The monitor shall have an automatic reset and shall also include an adjustable voltage delay. The monitor shall have an indicator LED (glows when all conditions are normal and shall monitor phase sequence: ABC operate (will not operate CBA). The phase monitor shall be UL approved and CSA certified.

To protect the electrical system and equipment from damage due to excessive line surges caused by lightning or other circuit disturbances, a secondary surge arrester shall be supplied with the pump station controls. The arrester shall comply with ANSI standard C62.11-1987. The arrester shall be available in a one-pole, two-pole or three-pole version, and be suitable for both indoor and outdoor use. The arrester shall be permanently sealed in a LEXAN housing. The arrester shall have a maximum continuous operating voltage rating of 650 volts rms. The permissible line-to-line voltage of the system to which the arrester is applied depends on the circuit configuration, grounding, and voltage regulation. The secondary surge arrester shall be a Tranquell as manufactured by General Electric.

It will be the responsibility of the booster station manufacturer to provide the following as an adjunct to the supplied telemetry equipment.

1. 3/1" telemetry entrance conduit complete to telemetry panel.
2. Size 12" x 12" NEMA 1 telemetry interface panel.
3. Separate 120 volt single phase power circuit in conduit to the telemetry interface panel.
4. Telemetry control circuits made up and in conduit from main control panel to telemetry interface panel terminal strip.
5. Metal framing channel to mount telemetry equipment.

1.13 Station Wiring. Power service to the water booster system shall be three wire, single phase, 60 hertz, 120/210 volt. Wiring of the station shall be in accordance with the National Electrical Code. All motor wiring shall be installed in conduit.

The service entrance conduits shall be rigid steel conduit, individually sized to accept the inbound service conductors and telemetry/telephone/radio cables, and shall be installed from the main power or control panel through the equipment capsule side sheet and terminate exterior to the equipment capsule. The service entrance exterior conduit connection points shall be capped or plugged for shipment.

All wiring within the equipment capsule and outside of the control panel or panels shall be run in conduit except for the watertight flexible conduit and fittings used to connect pump drivers, fan motors, solenoid valves, limit switches, etc., where flexible connections are best utilized, in accordance with the National Electrical Code. Only the dehumidifier (By Others), where furnished by the original manufacturer with a UL approved rubber cord and plug, may be plugged into a receptacle.

Conduit shall be rigid, heavy wall, Schedule 10 PVC with solvent weld moisture-proof connections adequately sized to handle the type, number and size of equipment conductors to be carried - in

compliance with Article 317 of the National Electrical Code and NEMA TC-2, Federal WC-1091A and UL-651 Underwriters Laboratory Specifications.

Where flexible conduit connections are necessary, the conduit used shall be liquid-tight, flexible, totally nonmetallic, corrosion resistant, nonconductive, U.L. listed sized to handle the type, number and size of equipment conductors to be carried - in compliance with Article 351 of the National Electrical Code.

Motor Circuit Conductors shall be sized for load. All branch circuit conductors supplying a single motor of one (1) horsepower or more shall have an ampacity of not less than 125 percent of the motor full load current rating, dual rated type THHN/THWN, as set forth in Article 310 and 130-B of the National Electrical Code (NEC), Schedule 310-13 for flame retardant, heat resistant thermoplastic, copper conductors in a nylon or equivalent outer covering.

Control and accessory wiring shall be sized for load, type MTW/AWM (Machine tool wire/appliance wiring material) as set forth in Article 310 and 670 of the National Electrical Code, Schedule 310-13 and NFPA Standard 79 for flame retardant, moisture, heat and oil resistant thermoplastic, copper conductors in compliance with NMTBA and as listed by Underwriters Laboratories (AWM), except where accessories are furnished with a manufacturer supplied UL approved rubber cord and plug.

Receptacles (**By Others**) shall be duplex, ground fault circuit interrupter type receptacles shall be furnished about the periphery of the equipment capsule, with one (1) receptacle adjacent to the main control panel. One (1) additional receptacle, three-wire grounded type, shall be installed and dedicated solely to dehumidifier auxiliary service only.

Lighting (**By Others**) shall included three or more two tube, 10 watt per tube, rapid start, enclosed and gasketed, forty-eight (18) inch minimum length fluorescent light fixtures installed within the equipment capsule, as shown on the plan for this item. One (1) light fixture shall be located directly over the main control panel. The light switch shall be of the night glow type and be located within the hatch periphery. The light switch shall be wired to operate the exhaust fan equipment whenever the equipment capsule lights are on. Open fluorescent or incandescent fixtures will not be accepted.

1.14 Heating/Cooling/Exhaust Fan (**By Others**). The unit shall be one piece, wall mounted, factory assembled, precharged, prewired, tested and ready to operate. The unit shall have a limited warranty of five years on parts and five years on the compressor. The unit shall be approved and listed by Underwriters' Laboratories, Inc., and Canadian Underwriters' Laboratories (CUL). Unit performance shall be certified in accordance with Air Conditioning and Refrigeration Institute Standard 210/210-89 for Unitary Air-Source air conditioners or latest standard.

1. One (1) each exterior wall mounted, hard-wired as shown;
2. Enclosed weatherproof casing constructed of 20 gauge galvanized steel, finished with baked-on polyester enamel paint;
3. One (1) washable filter;
4. Remote adjustable thermostat;
5. Cooling capacity in tons: 1;

6. Cooling Capacity: 10,800 BTUH at 115 volts, 1 phase;
7. Amps: 20;
8. Twin indoor blowers, SCFM maximum/minimum: 110/365 at 0.2" static pressure;
9. Electrical supplemental heater: 2.2 kW;

1.15 Dehumidifier (By Others).

1. One (1) each, installed as shown.
2. Capacity 30 pints per 21 hours.
3. Compressor rated 115 volts, 60 Hz, 3.1 operating amps.
4. 26 CFM fan, 2 fan speed.
5. Humidity range 35 to 90% RH, ambient temperature range of 12 to 105 F, Type R22 refrigerant.
6. Washable filter.
7. Condensate piped direct to drain
8. UL listed rubber cord.
9. EPA compliant.

1.16 Installation and Service Instructions. Construction of the water booster system shall be in accordance with the written instructions furnished by the equipment manufacturer, and as recommend by the Engineer. In addition to the installation instructions, the manufacturer shall furnish six complete and detailed Operating Instructions, Service and Repair Sheets in a bound manual. This manual shall cover the initial start-up, operating procedures, maintenance and servicing procedures on the major component parts provided in the pump system. One manual shall be shipped with the system, the rest shall be sent direct.

1.17 Start-up. The equipment manufacturer or supplier shall provide the services of a factory-trained representative for a maximum period of one day, to assist the contractor and owner with the initial start-up of the pump system. It shall be the responsibility of the contractor to inform all parties of this initial start-up, and to insure their attendance. The manufacturer's representative shall instruct all personnel attending the start-up in the correct and required operation, maintenance and service procedures for the water booster system.

1.18 Shop Drawings. Shop drawing submittals shall be bound and in six (6) copies. The submittals shall contain a minimum of two (2) full size drawings, 21" by 36", and one (1) each covering the hydropneumatic booster pump station. The submittal booklets shall be complete with data sheets covering all individual components that make up the booster pump station expansion and the UL file number under which the manufacturer is listed.

1.19 Warranty. The contractor shall guarantee the booster station to be free from defects in materials and workmanship for a period of one year from the date of start-up or for a period of eighteen months from the date of shipment. All consumable parts such as pump seals, oil, grease, etc., shall be considered part of routine maintenance and shall not be covered under the terms of the manufacturer's warranty.

1.20 General. The contractor is hereby notified that responsibility for the complete and satisfactory operation or function of all equipment and material is definitely a part of this contract, regardless of the manufacturer's guarantee on any item furnished by him.

1.21 Payment. The unit price bid shall constitute full compensation for the complete and functioning skid-mounted booster pump station.