

FINAL COPY

Professional

Engineering

Services

Shakertown
Pump Station
Renovation

Contract 2-2017

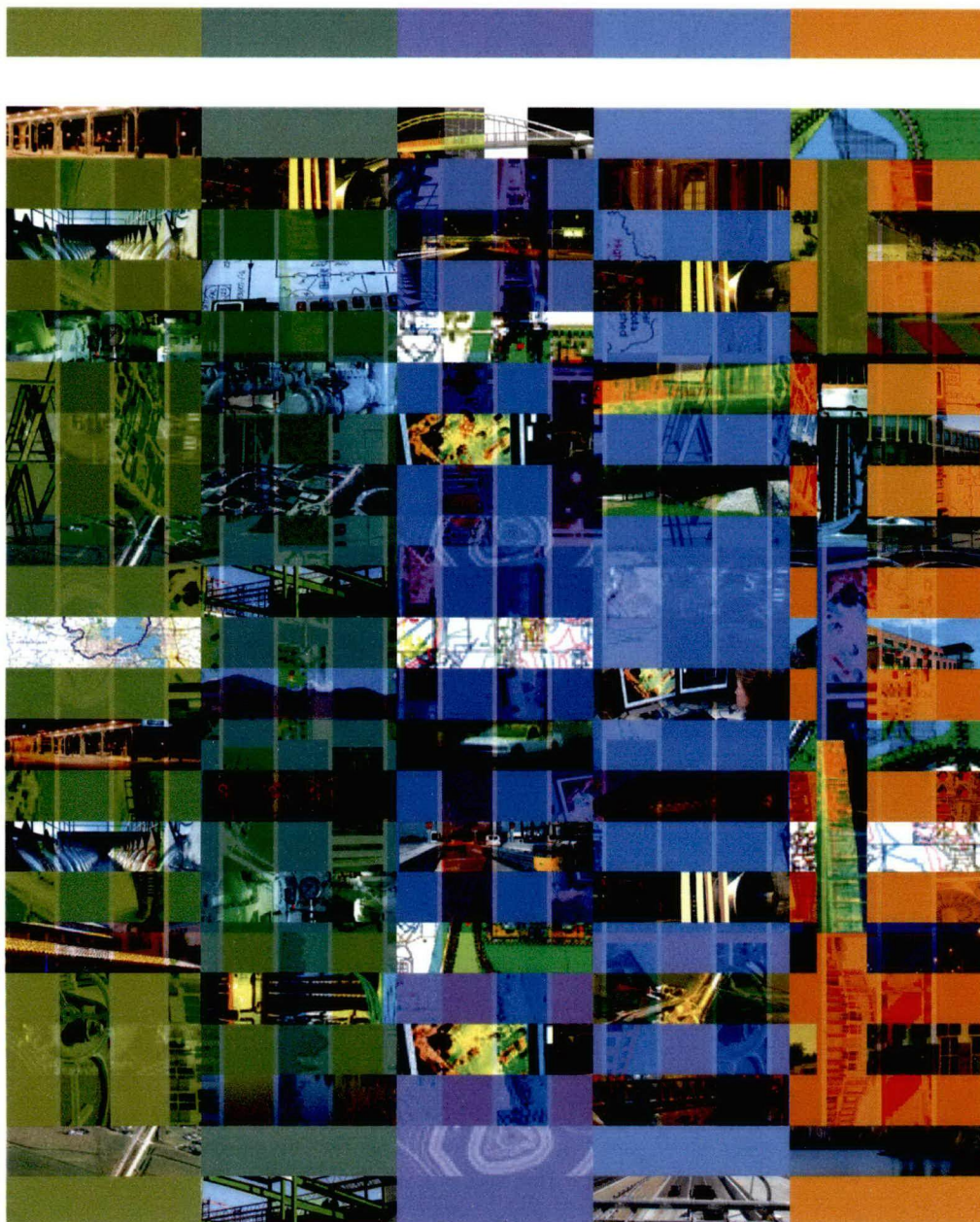
Project Manual

Lake Village Water

Association, KY

Issued for Bid

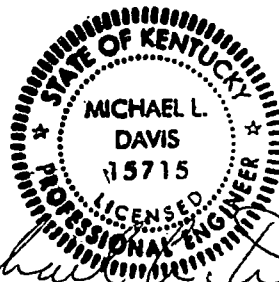
June 22, 2017



PLAN HOLDER: _____

Set No.: _____

PROJECT MANUAL
SHAKERTOWN PUMP STATION RENOVATION
CONTRACT 2-2017
LAKE VILLAGE WATER ASSOCIATION



Michael L. Davis
06/20/2017

Prepared by:

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Issued for Bid
June 22, 2017



Section 00004

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CONTRACT 2-2017
LAKE VILLAGE WATER ASSOCIATION**

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BIDDING AND CONTRACTING REQUIREMENTS

Section 00100

Advertisement to Bid

**SHAKERTOWN PUMP STATION RENOVATION
CONTRACT 2-2017
LAKE VILLAGE WATER ASSOCIATION**

Separate sealed Bids for the renovation of the Shakertown Pump Station will be received by Lake Village Water Association, 801 Pleasant Hill Drive, Burgin, KY, 40310, until 2 P.M., Eastern Standard Time, on July 6, 2017, and then at said office publicly opened and read aloud.

The Work includes demolition and replacement of horizontal split case pumps, valves, piping and other associated pump station equipment inside existing structures to remain in place.

Bids are to be addressed to the Lake Village Water Association, 801 Pleasant Hill Drive, P.O. Box 303, Burgin, KY, 40310, and shall be marked "Sealed Bid-Shakertown Pump Station Renovation-Contract 2-2017."

The Bidding Documents may be examined at the following location(s):

Lake Village Water Association
Strand Associates, Inc.[®]-Lexington

Complete digital Project Bidding Documents are available at www.strand.com or at www.questcdn.com. Download the digital Bidding Documents for \$30 by inputting Quest project number 5214543 on the website's Project Search page. Please contact QuestCDN.com at (952) 233-1632 or info@questcdn.com for assistance with free membership registration, downloading, and working with this digital project information.

Copies of the Bidding Documents may be obtained at the Issuing Office, Strand Associates, Inc.[®] located at 1525 Bull Lea Road, Suite 100, Lexington, KY, 40511, upon payment of a nonrefundable deposit of \$150 for each set shipping and handling fees included.

Overnight mailing of Bidding Documents will not be provided. Bidders who submit a Bid must be a Plan Holder of record at the Issuing Office. Bids from Bidders who are not on the Plan Holders List may be returned as not being responsive. Plan Holders are requested to provide an e-mail address if they wish to receive addenda and other information electronically. Plan Holders are requested to designate whether they are a prime contractor, subcontractor, or supplier if they want this information posted on the project Plan Holders List.

The Lake Village Water Association reserves the right to reject any or all Bids, to waive any technicality, and to accept any Bid which it deems advantageous. All Bids shall remain subject to acceptance for 90 days after the time set for receiving Bids.

Contract award will be made based on the lowest responsive and responsible Bidder.

A prebid conference will not be held.

This Project is expected to be funded in part with funds provided by the United States Department of Agriculture, Rural Utilities Service (RUS). RUS requirements will apply to the Project.

The Strand Associates, Inc.[®] project manager is Elizabeth Dienst, P.E., and can be contacted at Strand Associates, Inc.[®], 1525 Bull Lea Road, Suite 100, Lexington, KY, 40511, (859) 225-8500 regarding the Project.

Published by the authority of the Lake Village Water Association
Mike Sanford, Executive Director

Dated at Lake Village Water Association, Burgin, Kentucky
June 22, 2017

END OF SECTION

Section 00200

Instructions to Bidders

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ARTICLE 1–DEFINED TERMS

1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

A. *Issuing Office*–The office from which the Bidding Documents are to be issued.

ARTICLE 2—COPIES OF BIDDING DOCUMENTS

- 2.01 Complete sets of the Bidding Documents may be obtained from the Issuing Office in the number and format stated in the advertisement or invitation to bid.
- 2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.
- 2.04 Drawings and specifications for the project are being offered to Bidders in both paper copy and electronic form (.pdf format). Such Bidder must have Adobe Reader 6.0 or later to access the electronic files. Paper copies will be used for Contract execution.

ARTICLE 3—QUALIFICATIONS OF BIDDERS

- 3.01 To demonstrate Bidder's qualifications to perform the Work, after submitting its Bid and within five days of Owner's request, Bidder shall submit (a) written evidence establishing its qualifications such as financial data, previous experience, and present commitments, and (b) the following additional information:
 - A. Evidence of Bidder's authority to do business in the state where the Project is located.
 - B. Bidder's state or other contractor license number, if applicable.
 - C. Subcontractor and Supplier qualification information; coordinate with provisions of Article 12 of these Instructions, "Subcontractors, Suppliers, and Others."
- 3.02 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.
- 3.03 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.
- 3.04 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

**ARTICLE 4—SITE AND OTHER AREAS; EXISTING SITE CONDITIONS;
EXAMINATION OF SITE; OWNER’S SAFETY PROGRAM; OTHER WORK AT THE
SITE**

4.01 Site and Other Areas

- A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

4.02 Existing Site Conditions

A. Subsurface and Physical Conditions; Hazardous Environmental Conditions

1. The Supplementary Conditions identify:

- a. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site.
- b. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
- c. reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
- d. Technical Data contained in such reports and drawings.

- 2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

- 3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.

- B. Underground Facilities: Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site are set forth in the Contract Documents and are based upon information and data

furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.

- C. Adequacy of Data: Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 5.03, 5.04, and 5.05 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 5.06 of the General Conditions.

4.03 Site Visit and Testing by Bidders

- A. Bidder shall conduct the required Site visit by appointment with the OWNER during normal working hours, and shall not disturb any ongoing operations at the Site. Please contact Lake Village Water Association at (859) 748-5642 to set up an appointment.
- B. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.
- C. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site.
- D. Bidder shall comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
- E. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

4.04 OWNER's Safety Program

- A. Site visits and work at the Site may be governed by an Owner safety program. As the General Conditions indicate, if an Owner safety program exists, it will be noted in the Supplementary Conditions.

- B. Paragraph 7.12.C of the General Conditions states that if an Owner safety program exists it will be noted in the Supplementary Conditions.

4.05 Other Work at the Site

- A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

ARTICLE 5–BIDDER’S REPRESENTATIONS

5.01 It is the responsibility of each Bidder before submitting a Bid to:

- A. examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding Documents;
- B. visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
- C. become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work;
- D. carefully study all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings;
- E. consider the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder’s safety precautions and programs;
- F. agree, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Bid no further examinations,

investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;

- G. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
- H. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder;
- I. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and
- J. agree that the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 6—PRE-BID CONFERENCE

6.01 A pre-Bid conference will not be held.

ARTICLE 7—INTERPRETATIONS AND ADDENDA

7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all parties recorded as having received the Bidding Documents. Questions received less than five days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

7.02 Addenda may be issued to clarify, correct, supplement, or change the Bidding Documents.

ARTICLE 8—BID SECURITY

8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of 5 percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a certified check, bank money order, or a Bid bond (EJCDC No. C-430, 2013 edition) issued by a surety meeting the requirements of Paragraphs 6.01 and 6.02 of the General Conditions.

8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract Documents,

furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults.

- 8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Contract or 91 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within seven days after the Bid opening.

ARTICLE 9-CONTRACT TIMES

- 9.01 The number of days within which, or the dates by which, Milestones are to be achieved and the Work is to be substantially completed, and completed and ready for final payment are set forth in the Agreement.

ARTICLE 10-LIQUIDATED DAMAGES

- 10.01 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

ARTICLE 11-SUBSTITUTE AND "OR-EQUAL" ITEMS

- 11.01 The Contract for the Work, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, and those "or-equal" or substitute materials and equipment subsequently approved by Engineer prior to the submittal of Bids and identified by Addendum. No item of material or equipment will be considered by Engineer as an "or-equal" or substitute unless written request for approval has been submitted by Bidder and has been received by Engineer at least 15 days prior to the date for receipt of Bids in the case of a proposed substitute and 5 days prior in the case of a proposed "or-equal." Each such request shall comply with the requirements of Paragraphs 7.04 and 7.05 of the General Conditions. The burden of proof of the merit of the proposed item is upon Bidder. Engineer's decision of approval or disapproval of a proposed item will be final. If Engineer approves any such proposed item, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner. Substitutes and "or-equal" materials and equipment may be proposed by Contractor in accordance with Paragraphs 7.04 and 7.05 of the general Conditions after the Effective Date of the Contract.
- 11.02 All prices that Bidder sets forth in its Bid shall be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding

Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder’s sole risk.

- 11.03 If an award is made, Contractor shall be allowed to submit proposed substitutes and “or-equals” in accordance with the General Conditions.

ARTICLE 12—SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 12.01 If required by the Bid documents, the apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of the Subcontractors or Suppliers proposed for the following portions of the Work: Pump Manufacturer, Electrical Control Manufacturer.

If requested by Owner, such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, or other individual or entity. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder shall submit a substitute, Bidder’s Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.

- 12.02 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, or other individuals or entities. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.06 of the General Conditions.
- 12.03 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.
- 12.04 The Contractor shall not award work to Subcontractor in excess of the limits stated in SC 7.06.

ARTICLE 13—PREPARATION OF BID

- 13.01 The Bid Form is included with the Bidding Documents.
- A. All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.

- B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words "No Bid" or "Not Applicable."
- 13.02 A Bid by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown.
- 13.03 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The partnership's address for receiving notices shall be shown.
- 13.04 A Bid by a limited liability company shall be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the firm's address for receiving notices shall be shown.
- 13.05 A Bid by an individual shall show the Bidder's name and address for receiving notices.
- 13.06 A Bid by a joint venture shall be executed by an authorized representative of each joint venture in the manner indicated on the Bid Form. The joint venture's address for receiving notices shall be shown.
- 13.07 All names shall be printed in ink below the signatures.
- 13.08 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 13.09 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
- 13.10 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.
- 13.11 A Bid by a limited liability company shall be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.
- 13.12 A Bid by an individual shall show the Bidder's name and official address.
- 13.13 A Bid by a joint venture shall be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.
- 13.14 All names shall be printed in ink below the signatures.

- 13.15 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 13.16 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
- 13.17 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

ARTICLE 14—BASIS OF BID; COMPARISON OF BIDS

14.01 Lump Sum

- A. Bidders shall submit a Bid on lump sum basis as set forth in the Bid Form.
- B. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

14.02 Allowances

- A. For cash allowances the Bid price shall include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with Paragraph 13.02.B of the General Conditions.

14.03 The following cash allowances shall be included in the Bid for Contract(s)

Electrical Utility Service Section 16420—Electrical Service System

ARTICLE 15—SUBMITTAL OF BID

- 15.01 With each copy of the Bidding Documents, a Bidder is furnished one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 7 of the Bid Form.
- 15.02 A Bid shall be received no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a

separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed to OWNER at address in Article 1.02 of Bid Form.

- 15.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

ARTICLE 16--MODIFICATION AND WITHDRAWAL OF BID

- 16.01 A Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 16.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 16.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 16.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

ARTICLE 17--OPENING OF BIDS

- 17.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 18--BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 19--EVALUATION OF BIDS AND AWARD OF CONTRACT

- 19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the Owner will reject the Bid as nonresponsive; provided that Owner also reserves the right to waive all minor informalities not involving price, time, or changes in the Work.

- 19.02 If Owner awards the contract for the Work, such award shall be to the responsible Bidder submitting the lowest responsive Bid.
- 19.03 Evaluation of Bids
- A. In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 19.04 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.
- 19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.
- 19.06 This Bid is subject to Kentucky Revised Statutes Section 45A.490 through 45A.494, which in general provides that a “resident bidder” of Kentucky is to be given a bidding preference over a “nonresident bidder” who is registered in a state that gives preference to its in-state resident bidders over a Kentucky resident bidder. The bidding preference is to be the same as that stipulated for the state of the “nonresident bidder.” If the state of a “nonresident bidder” provides no specific preference, then “resident” and “nonresident bidders” are to be treated the same when evaluating Bids.

ARTICLE 20—BONDS AND INSURANCE

- 20.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner’s requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the Agreement (executed by Successful Bidder) to Owner, it shall be accompanied by required bonds and insurance documentation.

ARTICLE 21—SIGNING OF AGREEMENT

- 21.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder shall execute and deliver the required number of counterparts of the Agreement (and any bonds and insurance documentation required to be delivered by the Contract Documents) to Owner. Within ten days thereafter, Owner shall deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

- 21.02 This Contract is expected to be funded in part with funds provided by the United States Department of Agriculture, Rural Utilities Service (RUS). Refer to Supplementary General Conditions for Federal Requirements.
- 21.03 Concurrence by RUS in the award of the Contract is required before the Contract is effective.

ARTICLE 22–WAGE RATE REQUIREMENTS

- 22.01 Prevailing wage rates do not apply to this Contract.

ARTICLE 23–RETAINAGE

- 23.01 Provisions concerning retainage are set forth in the Agreement.
- 23.02 All Bidders must comply with all Federal, State, and City Equal Employment Opportunity laws and regulations which prohibit discrimination in employment regarding race, creed, color, sex, or national origin.
- 23.03 All taxes are the responsibility of the successful Bidder unless specifically exempted in the Bidding Documents.

ARTICLE 24–LAWS, ORDINANCES, AND REGULATIONS

- 24.01 Bidder must familiarize itself with all laws, ordinances, and regulations by federal, state, city, or other governmental agency, which by reason of being neglected or violated may affect the Work contemplated and must secure and pay the fee required for any permits which may be necessary unless such fees are otherwise indicated to be paid in the Bidding Documents.
- 24.02 Bidder shall complete and submit with its Bid the following RD forms:
1. RD 400-6 Compliance Statement and Notice to Prospective Subcontractors of Requirements for Certification of Non-Segregated Facilities.
 2. Form AD-1048 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion–Lower Tier Covered Transactions.
 3. RD Instructions 1940-Q Exhibit A-1 Certification for Contracts, Grants and Loans for Bids exceeding \$100,000.

ARTICLE 25–CAMPAIGN FINANCE LAWS

- 25.01 In accordance with KRS 45A.395, prospective Bidder shall provide OWNER with a sworn statement made under penalty of perjury that it has not knowingly violated any provision of the campaign finance laws of the Commonwealth and that the award of a Contract to Bidder will not violate any provision of the campaign finance laws of the Commonwealth.

ARTICLE 26—BOND AND LICENSE REQUIREMENTS

- 26.01 Successful Bidder, whether a corporation, partnership, or individual, who have not been doing business in the State of Kentucky for five consecutive years, shall comply with KRS 337.200.
- 26.02 Successful Bidder must comply with City ordinances relating to Occupational License Fees, Business Licenses, payroll, and net profits, taxes and any other ordinances which may apply to the project. Refer to the Supplemental Supplementary Conditions SC-7.09 for additional information.
- 26.03 Successful Bidder must provide proof of having all such licenses or fees at or before the signing of the Contract.

ARTICLE 27—BIDDING REQUIREMENTS

- 27.01 Bidders shall comply with Kentucky Statute KRS 45A.455 Prohibitions Against Conflicts of Interests, Gratuities, and Kickbacks. See Supplemental Supplementary Conditions 7.10.
- 27.02 Bidders shall complete the following documents attached to the Bid:
1. Campaign Finance Disclosure
 2. Labor Law Disclosure

ARTICLE 28—INSURANCE

- 28.01 Before execution of Contract by OWNER, the successful Bidder shall furnish OWNER a certificate or certificates issued by or on behalf of insurers or a self-insurance program or group self insurance program, qualified to do business in the Commonwealth of Kentucky under KRS Chapter 304 or KRS Chapter 342, certifying that the successful Bidder complies with the Worker's Compensation laws of Kentucky and is insured or indemnified against public liability claims which may arise out of the performance of the Work under the proposed Contract.

END OF SECTION

Section 00410

Bid

**SHAKERTOWN PUMP STATION RENOVATION
CONTRACT 2-2017
LAKE VILLAGE WATER ASSOCIATION**

Pages
Through

ARTICLE 1–BID RECIPIENT1

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ARTICLE 1–BID RECIPIENT

- 1.01 Bids to be received until 2 P.M., Eastern Standard Time, July 6, 2017.
- 1.02 This Bid Is Submitted To: Lake Village Water Association
801 Pleasant Hill Drive
P.O. Box 303
Burgin, KY 40310
- 1.03 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2–BIDDER’S ACKNOWLEDGEMENTS

- 2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3-BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

Addendum No.	Addendum Date
1	6/29/17
2	6/30/17
_____	_____
_____	_____
_____	_____

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder’s safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4–BIDDER’S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5-BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

The following abbreviations may be used in this Bid:

CIP	-	Complete in Place	LS	-	Lump Sum
CY	-	Cubic Yard	LT	-	Left
DI	-	Ductile Iron	MBF	-	Thousand Board Feet
DIA	-	Diameter	MFOB	-	Thousand Freight-On-Board
EA	-	Each	MH	-	Manhole
EST	-	Estimate(d)	RCP	-	Reinforced Concrete Pipe
EXCL	-	Excluding	RT	-	Right
FT	-	Feet	SF	-	Square Foot
GAL	-	Gallon	STA	-	Station
HERCP	-	Horizontal Elliptical RCP	SY	-	Square Yard
HRS	-	Hours	T	-	Ton
IN	-	Inch	VLF	-	Vertical Linear Foot
INCL	-	Including	W/	-	With
LBS	-	Pounds	W/O	-	Without
LF	-	Linear Foot			

BIDDERS SHOULD NOT ADD ANY CONDITIONS OR QUALIFYING STATEMENTS TO THIS BID OR THE BID MAY BE DECLARED IRREGULAR AS NOT BEING RESPONSIVE TO THE INSTRUCTIONS TO BIDDERS.

Bid

SHAKERTOWN PUMP STATION RENOVATION
CONTRACT 2-2017
LAKE VILLAGE WATER ASSOCIATION

LUMP SUM BID:

ONE HUNDRED SEVENTY THOUSAND DOLLARS AND ZERO CENTS Dollars \$ 170,000.00
(Words) (Numbers)

OR

See Section 01019—Contract Considerations for discussion of cash allowances to include in the Bid.

CASH ALLOWANCES

Bid

**SHAKERTOWN PUMP STATION RENOVATION
CONTRACT 2-2017
LAKE VILLAGE WATER ASSOCIATION
CASH ALLOWANCES**

The following Cash Allowances shall be included in the Lump Sum Base Bid. The Cash Allowances for non-Lump Sum items shall be equal to the product of the quantity included in the Lump Sum Base Bid and the Unit Price. The Cash Allowances will be adjusted in the event that estimated quantities to be included in the Lump Sum Base Bid are different from final measured quantities. A single Unit Price shall be bid for each item. Failure to include one or more of the following Unit Price items may result in rejection of the entire Bid as nonconforming. For items with a quantity of 1, the Cash Allowance shall be adjusted based on actual final costs.

Item Number	Description	Quantity Included in the Lump Sum Base Bid	Unit	Unit Price	Total Amount Included in the Lump Sum Base Bid
1.	Electrical Utility Service (Section 16420)	1	LS	\$2,500	\$2,500

ARTICLE 6—TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7—ATTACHMENTS TO THIS BID

- 7.01 The following documents are attached to and made a condition of the Bid:
- A. Required Bid security in the form of a Bid Bond (EJCDC No. C-430) or Certified Check (circle type of security provided);
 - B. If Bid amount exceeds \$10,000, signed Compliance Statement (RD 400-6). Refer to specific equal opportunity requirements set forth in the Supplemental General Conditions;
 - C. Notice to Prospective Subcontractors of Requirements for Certifications of Non-Segregated Facilities;
 - D. If Bid amount exceeds \$25,000, signed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions (AD-1048);
 - E. If Bid amount exceeds \$100,000, signed RD Instruction 1940-Q, Exhibit A-1, Certification for Contracts, Grants, and Loans;
 - F. Statement pursuant to Labor Law Disclosure (KRS 45A.343);
 - G. Campaign Finance Disclosure (KRS 45A.395);
 - H. Statement pursuant to (KRS 45A.395);
 - I. Conflict of Interest (KRS 45A.455);
 - J. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
 - K. Contractor's License No.: N/A [or] Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids.

ARTICLE 8—DEFINED TERMS


- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9-BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

UNITED PIPELINE, INC.

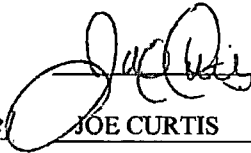
By:
[Signature]



[Printed name] JIM CURTIS

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:
[Signature]



[Printed name] JOE CURTIS

Title: VICE PRESIDENT

Submittal Date: 7/6/17

Address for giving notices:

150 HILL ROAD

TOMPKINSVILLE, KY 42167

Telephone Number: 270-535-0799

Fax Number: 888-959-3709

Contact Name and e-mail address: JIM CURTIS

jim.unitedpipeline@yahoo.com

Bidder's License No.: N/A
(where applicable)

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

UNITED PIPELINE INC
150 Hill Road
TOMPKINSVILLE, KY 42167

SURETY (Name, and Address of Principal Place of Business):

SureTec Insurance Company
1330 Post Oak Blvd. Suite 1100
Houston, TX 77056

OWNER (Name and Address):

Burgin, KY 40310
801 Pleasant Hill Drive
Lake Village Water Association

BID

Bid Due Date: 7/6/2017

Description (Project Name— Include Location): SHAKERTOWN PUMP STATION RENOVATION CONTRACT
2 - 2017

BOND

Bond Number:

Date: 7/6/2017

Penal sum 5% of Amount Bid \$ 5%
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

SURETY

UNITED PIPELINE INC (Seal)
Bidder's Name and Corporate Seal

SureTec Insurance Company (Seal)
Surety's Name and Corporate Seal

By:


Signature

By:


Signature (Attach Power of Attorney)

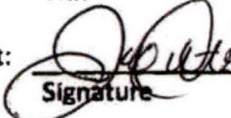
Jim Curkis
Print Name

Melissa Napier
Print Name

Vice President
Title

Attorney-in-Fact
Title

Attest:


Signature

Attest:


Signature

Title

Title

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to Issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Steven M. Baas, Benjamin P. Dycus, Melissa Napier, Kenneth Albert

its true and lawful **Attorney-in-fact**, with full **power and authority** hereby **conferred** in its name, place **and stead**, to execute, **acknowledge** and deliver **any and all bonds, recognizances, undertakings** or other instruments or contracts of **suretyship** to include **waivers** to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 12/31/2018 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

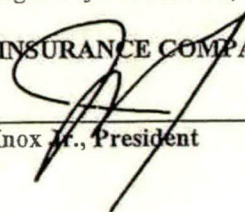
Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such **Attorney-in-Fact** shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 13th day of April, A.D. 2017.

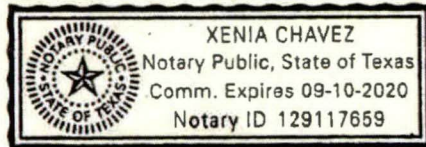
SURETEC INSURANCE COMPANY

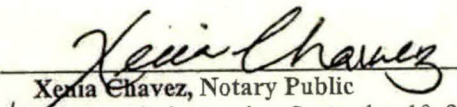
By: 
John Knox Jr., President



State of Texas ss:
County of Harris

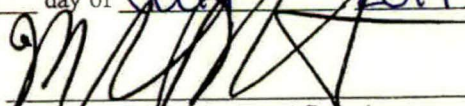
On this 13th day of April, A.D. 2017 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.




Xenia Chavez, Notary Public
My commission expires September 10, 2020

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 13th day of July, 2017, A.D.


M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

COMPLIANCE STATEMENT

This statement relates to a proposed contract with LAKE VILLAGE WATER ASSOCIATION

(Name of borrower or grantee)

who expects to finance the contract with assistance from either the Rural Housing Service (RHS), Rural Business-Cooperative Service (RBS), or the Rural Utilities Service (RUS) or their successor agencies, United States Department of Agriculture (whether by a loan, grant, loan insurance, guarantee, or other form of financial assistance). I am the undersigned bidder or prospective contractor, I represent that:

1. I have, have not, participated in a previous contract or subcontract subject to Executive 11246 (regarding equal employment opportunity) or a preceding similar Executive Order.
2. If I have participated in such a contract or subcontract, I have, have not, filed all compliance reports that have been required to file in connection with the contract or subcontract.

If the proposed contract is for \$50,000 or more and I have 50 or more employees, I also represent that:

3. I have, have not previously had contracts subject to the written affirmative action programs requirements of the Secretary of Labor.
4. If I have participated in such a contract or subcontract, I have, have not developed and placed on file at each establishment affirmative action programs as required by the rules and regulations of the Secretary of Labor.

I understand that if I have failed to file any compliance reports that have been required of me, I am not eligible and will not be eligible to have my bid considered or to enter into the proposed contract unless and until I make an arrangement regarding such reports that is satisfactory to either the RHS, RBS or RUS, or to the office where the reports are required to be filed.

I also certify that I do not maintain or provide for my employees any segregated facilities at any of my establishments, and that I do not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I certify further that I will not maintain or provide for my employees any segregated facilities at any of my establishments, and that I will not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I agree that a breach of this certification is a violation of the Equal Opportunity clause in my contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and wash rooms, restaurants and other eating areas time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. I further agree that (except where I have obtained identical certifications for proposed subcontractors for specific time periods) I will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that I will retain such certifications in my files; and that I will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods): (See Reverse).

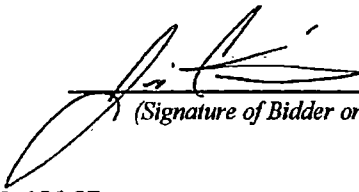
According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays the valid OMB control number. The valid OMB control number for this information collection is 0575-0018. The time required to complete this information collection is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR
CERTIFICATIONS OF NON-SEGREGATED FACILITIES**

A certification of Nonsegregated Facilities, as required by the May 9, 1967, order (32F.R. 7439, may 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted prior to the award of a subcontract exceeding \$ 10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date 07-06-2017



(Signature of Bidder or Prospective Contractor)

150 HILL ROAD, TOMPKINSVILLE, KY 42167

Address (including Zip Code)

U.S. DEPARTMENT OF AGRICULTURE

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

UNITED PIPELINE, INC.

Organization Name

PR/Award Number or Project Name

JIM CURTIS, VICE-PRESIDENT

Name(s) and Title(s) of Authorized Representative(s)


Signature(s)

7/6/17

Date

Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later than determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transactions," "debarred," "suspended," "ineligible," "lower tier covered transactions," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

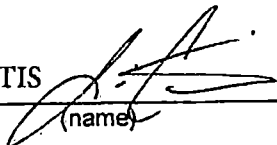
CERTIFICATION FOR CONTRACTS, GRANTS, AND LOANS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant or Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant or loan.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant or loan, the undersigned shall complete and submit Standard Form – LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including contracts, subcontracts, and subgrants under grants and loans) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was place when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, tile 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

JIM CURTIS



(name)

7/16/17

(date)

VICE PRESIDENT

(title)

STATEMENT REQUIRED PURSUANT TO KRS 45A.343

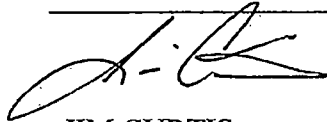
The undersigned, as a duly authorized officer of UNITED PIPELINE, INC.
hereinafter called the company, pursuant to KRS 45A.343 states;

1. To the best of my knowledge, information and belief, the company has not been finally determined to have violated any of the provisions of KRS Chapters 136, 139, 141, 337, 338, 341, or 342 that apply to it within the five year period preceding this statement.
2. The company acknowledges that it will be required to be in compliance with those provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to it for the duration of the Contract to be entered into with Owner.
3. The company acknowledges that if it fails to reveal any final determination of violation of KRS Chapters 136, 139, 141, 337, 338, 341, or 342, or to comply with the applicable provision of those statutes for the duration of the aforesaid Contract, such shall be grounds for Owner to:
 - a. Cancel its contract with the company, and,
 - b. Disqualify the company from eligibility for future contracts awarded by Owner for a period of two years.

This the 6TH day of JULY, 2017.

UNITED PIPELINE, INC.

(Company Name)



By: JIM CURTIS

(Typed or printed name)

Title: VICE PRESIDENT

45A.395 Determination of responsibility–Right of nondisclosure.

- (1) A written determination of responsibility of a bidder or offeror shall be made, based on a reasonable inquiry conducted by the local public agency. The unreasonable failure of a bidder or offeror to promptly supply information upon request may be grounds for a determination of nonresponsibility of such bidder or offeror.
- (2) A written determination of responsibility of a bidder or offeror shall not be made until the bidder or offeror provides the local public agency with a sworn statement made under penalty of perjury that he has not knowingly violated any provision of the campaign finance laws of the Commonwealth and that the award of a contract to the bidder or offeror will not violate any provisions of the campaign finance laws of the Commonwealth. “Knowingly” means, with respect to conduct or circumstances described by a statute defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.
- (3) Except as otherwise provided by law, information furnished by a bidder or offeror pursuant to this section may not be disclosed outside of the local public agency without prior written consent of bidder or offeror.

Effective: July 14, 1992

History: Amended 1992 Ky. Acts ch. 288, sec. 19.

STATEMENT REQUIRED PURSUANT TO KRS 45A.395

The provisions of KRS 45A.395 required that any bidder or offeror submit a sworn statement in conformity with such statute as a prerequisite to a determination that such bidder or offeror is a responsible bidder.

The undersigned, individually and as the VICE PRESIDENT
(Office or Title)

of UNITED PIPELINE, INC.
(Bidder or Offeror)


states under penalty of perjury that neither he (she), nor, to the best of his (her) knowledge, anyone acting on behalf of Bidder or Offeror, has knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky and that the award of a contract to the Bidder or Offeror will not violate any provision of the campaign finance laws of the Commonwealth. "Knowingly" means, with respect to conduct or to a circumstance described by a statute defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

This the 6TH day of JULY, 2017.

UNITED PIPELINE, INC.

(Company Name)

By: JIM CURTIS
(Typed or Printed Name)


(Signature)

Title: VICE PRESIDENT

45A.455 Conflict of interest—Gratuities and kickbacks—Use of confidential information.

- (1) It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract, or subcontract, and any solicitation or proposal therefor, in which to his knowledge:
 - a. He, or any member of his immediate family has a financial interest therein; or
 - b. A business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a party; or
 - c. Any other person, business, or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity.
- (2) It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefor.
- (3) It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
- (4) The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation therefor.
- (5) It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of any other person.

Contract: _____

REQUIRED AFFIDAVIT FOR BIDDERS CLAIMING KENTUCKY RESIDENT BIDDER STATUS

FOR BIDS AND CONTRACTS IN GENERAL:

Bidder hereby swears and affirms under penalty of perjury that, in accordance with KRS 45A.494(2), Bidder is an individual, partnership, association, corporation, or other business entity that, on the date the Contract was first advertised or announced as available for bidding, Bidder:

- 1. Is authorized to transact business in the Commonwealth of Kentucky, and
- 2. Has for one year prior to and through the date of advertisement:
 - a. Filed Kentucky corporate income taxes,
 - b. Made payments to the Kentucky unemployment insurance fund established in KRS 341.490, and
 - c. Maintained a Kentucky workers' compensation policy in effect.

OWNER reserves the right to request documentation supporting a Bidder's claim of resident bidder status. Failure to provide such documentation upon request shall result in disqualification of the Bidder or contract termination.


Signature

JIM CURTIS
Printed Name

VICE PRESIDENT
Title (if signing on behalf of an entity)

7/6/17
Date

Company Name UNITED PIPELINE, INC.

Address 150 HILL RD

TOMPKINSVILLE, KY 42167

Subscribed and sworn to before me by JIM CURTIS
Affiant

VICE PRESIDENT
Title

of UNITED PIPELINE, INC., this 5th day of July, 2017.
Company Name


Notary Public

[Seal of Notary]

My commission expires: 3-22-21

NOTICE OF AWARD

Date of Issuance:

Owner: **LAKE VILLAGE WATER ASSOCIATION** Owner's Contract No.: **2-2017**
Engineer: **STRAND ASSOCIATES, INC.®** Engineer's Project No.: **2360.174**
Project: Contract Name: **SHAKERTOWN
PUMP STATION
RENOVATION**

Bidder: **UNITED PIPELINE, INC.**
Bidder's Address: **150 HILL ROAD
TOMPKINSVILLE, KY 42167**

TO BIDDER:

You are notified that Owner has accepted your Bid dated August 21, 2017, for the above Contract, and that you are the Successful Bidder and are awarded a Contract for: the renovation of Shakertown Pump Station.

The Contract Price of the awarded Contract is: \$ 140,830.00 *[note if subject to unit prices, or cost plus]*

unexecuted counterparts of the Agreement accompany this Notice of Award, and four copies of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

a set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner [Lake Village Water Association] counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security [*e.g., performance and payment bonds*] and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): Change Order No. 1

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: **LAKE VILLAGE WATER ASSOCIATION**

Authorized Signature

By:

Title:

Copy: Engineer

AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between LAKE VILLAGE WATER ASSOCIATION
("Owner") and UNITED PIPELINE, INC. ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: renovation of Shakertown Pump Station.

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by Strand Associates, Inc.[®]

3.02 The Owner has retained Strand Associates, Inc.[®] ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

A. The Work will be substantially completed within 60 days after the date when Milestone 2 is achieved. Milestone 2 will be achieved within 156 days after the date when Contract Times commence to run, as provided in Paragraph 4.01 of the General Conditions. The Work will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 75 days after the date when Milestone 2 is achieved.

B. Parts of the Work shall be substantially completed on or before the following Milestone(s):

1. Milestone 1: Complete pump shop drawings, in accordance with Section 11211, shall be submitted to Engineer within 30 days of the Notice to Proceed.

2. Milestone 2: All project equipment and materials shall be on site by 156 days from the Notice to Proceed. Demolition of Pump Station may begin when all project equipment and materials are on site.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
 1. Substantial Completion: Contractor shall pay Owner \$250 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
 2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$100 for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

4.04 *Deleted.*

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
 - A. For all Work, a lump sum of: \$140,830.00.

All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment monthly during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment

have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. 95 percent of Work completed (with the balance being retainage); and
 - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion of the entire construction to be provided under the Contract Documents, Owner shall pay an amount sufficient to increase total payments to Contractor to 98 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – CONTRACTOR'S REPRESENTATIONS

- 7.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 8 – CONTRACT DOCUMENTS

8.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 00520-1 to 00520-7 inclusive).
 - 2. Performance bond (pages 00610-1 to 00610-3 inclusive).
 - 3. Payment bond (pages 00615-1 to 00615-3 inclusive).
 - 4. Other bonds.
 - a. N/A (pages N/A to N/A inclusive).
 - 5. General Conditions (pages 1 to 65 inclusive).
 - 6. Supplementary Conditions (pages 00800-1 to 00800-10, inclusive).
 - 7. Specifications as listed in the table of contents of the Project Manual.
 - 8. Drawings (not attached but incorporated by reference) consisting of 6 sheets with each sheet bearing the following general title: SHAKERTOWN PUMP STATION RENOVATION [or] the Drawings listed on the attached sheet index.
 - 9. Addenda (numbers 1 to 2, inclusive).

10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 to 23 inclusive).
11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 8.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 9 – MISCELLANEOUS

9.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

9.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

9.06 *Other Provisions*

- a. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER: **LAKE VILLAGE WATER ASSOCIATION**

CONTRACTOR: **UNITED PIPELINE, INC.**

By: _____

By: _____

Title: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

License No.: _____
(where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.



August 21, 2017

CHANGE ORDER NO. 1

PROJECT: Shakertown Pump Station Renovation
OWNER: Lake Village Water Association
CONTRACT: 2-2016
CONTRACTOR: United Pipeline, Inc.

Description of Change

Table with 4 columns: Item ID, Description, Type, and Amount. Row 1: 1a, Change the horizontal split case pump to a Grundfos pump., (DEDUCT), \$29,170.00. Row 2: TOTAL VALUE OF THIS CHANGE ORDER: (DEDUCT), \$29,170.00.

Contract Price Adjustment

Table with 2 columns: Description and Amount. Rows: Original Contract Price (\$170,000.00), Previous Change Order Adjustments (\$0.00), Adjustment in Contract Price this Change Order (\$29,170.00), Current Contract Price including this Change Order (\$140,830.00).

Contract Substantial Completion Date Adjustment

Table with 2 columns: Description and Amount. Rows: Original Contract Substantial Completion Date (TBD), Contract Substantial Completion Date Adjustments due to previous Change Orders (0), Contract Substantial Completion Date Adjustments due to this Change Order (0), Current Substantial Contract Completion Dates including all Change Orders (TBD).

Contract Final Completion Date Adjustment

Table with 2 columns: Description and Amount. Rows: Original Contract Final Completion Date (TBD), Contract Final Completion Date Adjustments due to previous Change Orders (0), Contract Final Completion Date Adjustments due to this Change Order (0), Current Final Contract Completion Dates including all Change Orders (TBD).

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

LVWA-United Pipeline, Inc.
Contract 2-2016, Change Order No. 1
Page 2
August 21, 2017

RECOMMENDED

E. J. Smith 8-22-17
ENGINEER-Strand Associates, Inc.® Date

APPROVED

CONTRACTOR-United Pipeline, Inc. Date

APPROVED

OWNER-Lake Village Water Association, Kentucky Date

APPROVED

AGENCY-USDA Rural Development Date

Date of Issuance: August 21, 2017
 Owner: Lake Village Water Association
 Contractor: United Pipeline, Inc.
 Engineer: Strand Associates, Inc.[®]
 Project: Shakertown Pump Station Renovation

Effective Date:
 Owner's Contract No.: 2-2016
 Contractor's Project No.:
 Engineer's Project No.: 2360.174
 Contract Name:

The Contract is modified as follows upon execution of this Change Order:

Description: Change pump type.

Attachments: None

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: <u>\$ 170,000</u>	Original Contract Times: Substantial Completion: <u>216</u> Ready for Final Payment: <u>231</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u> </u> to No. <u> </u> : <u>\$ NA</u>	[Increase] [Decrease] from previously approved Change Orders No. <u> </u> to No. <u> </u> : Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u> days
Contract Price prior to this Change Order: <u>\$170,000</u>	Contract Times prior to this Change Order: Substantial Completion: <u>216</u> Ready for Final Payment: <u>231</u> days or dates
[Increase] [Decrease] of this Change Order: <u>\$ 29,170</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u> days or dates
Contract Price incorporating this Change Order: <u>\$ 140,830</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>216</u> Ready for Final Payment: <u>231</u> days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u>Egypt Dand</u> Engineer (if required)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Title: <u>Project Manager</u>	Title: <u>Executive Director</u>	Title: _____
Date: <u>8-22-17</u>	Date: _____	Date: _____

Approved by Funding Agency (if applicable)

By: _____ Date: _____
 Title: _____

NOTICE TO PROCEED

Owner:	LAKE VILLAGE WATER ASSOCIATION	Owner's Contract No.:	2-2017
Contractor:	UNITED PIPELINE, INC.	Contractor's Project No.:	
Engineer:	STRAND ASSOCIATES, INC.®	Engineer's Project No.:	2360.174
Project:		Contract Name:	SHAKERTOWN PUMP STATION RENOVATION
		Effective Date of Contract:	

TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on , 20.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with the Agreement, the number of days to achieve Substantial Completion is: The Work will be substantially completed within 60 days after the date when Milestone 2 is achieved. Milestone 2 will be achieved within 156 days after the date when Contract Times commence to run, as provided in Paragraph 4.01 of the General Conditions. The Work will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 75 days after the date when Milestone 2 is achieved.

Before starting any Work at the Site, Contractor must comply with the following:

Owner: **LAKE VILLAGE WATER ASSOCIATION**

Authorized Signature

By:

Title:

Date Issued:

Copy: Engineer

PERFORMANCE BOND

CONTRACTOR *(name and address)*:
UNITED PIPELINE, INC.
150 HILL ROAD
TOMPKINSVILLE, KY 42167

SURETY *(name and address of principal place of business)*:

OWNER *(name and address)*:
LAKE VILLAGE WATER ASSOCIATION
801 PLEASANT HILL DRIVE
P.O. BOX 303
BURGIN, KY 40310

CONSTRUCTION CONTRACT
Effective Date of the Agreement:
Amount:
Description *(name and location)*:

BOND
Bond Number:
Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:
Amount:
Modifications to this Bond Form: None See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal *(seal)*

Surety's Name and Corporate Seal *(seal)*

By: _____
Signature

By: _____
Signature *(attach power of attorney)*

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:
 - 3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
 - 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in

which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

PAYMENT BOND

CONTRACTOR (name and address):

UNITED PIPELINE, INC.
150 HILL ROAD
TOMPKINSVILLE, KY 42167

SURETY (name and address of principal place of business):

OWNER (name and address):

LAKE VILLAGE WATER ASSOCIATION
801 PLEASANT HILL DRIVE
P.O. BOX 303
BURGIN, KY 40310

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description (name and location):

BOND

Bond Number:

Date (not earlier than the Effective Date of the Agreement of the Construction Contract):

Amount:

Modifications to this Bond Form: None See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

(seal)
Contractor's Name and Corporate Seal

(seal)
Surety's Name and Corporate Seal

By: _____
Signature

By: _____
Signature (attach power of attorney)

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
 - 5.1 Claimants who do not have a direct contract with the Contractor,
 - 5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2 Pay or arrange for payment of any undisputed amounts.
 - 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or

(2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. Definitions

16.1 **Claim:** A written statement by the Claimant including at a minimum:

1. The name of the Claimant;
2. The name of the person for whom the labor was done, or materials or equipment furnished;
3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
4. A brief description of the labor, materials, or equipment furnished;
5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
7. The total amount of previous payments received by the Claimant; and
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's

lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. Modifications to this Bond are as follows:

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: LAKE VILLAGE WATER ASSOCIATION	Owner's Contract No.: 2-2017
Contractor: UNITED PIPELINE, INC.	Contractor's Project No.:
Engineer: STRAND ASSOCIATES, INC.®	Engineer's Project No.: 2360.174
Project:	Contract Name: SHAKERTOWN PUMP STATION RENOVATION

This [preliminary] [final] Certificate of Substantial Completion applies to:

All Work The following specified portions of the Work:

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract, except as amended as follows: *[Note: Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.]*

Amendments to Owner's responsibilities: None
 As follows

Amendments to Contractor's responsibilities: None
 As follows:

The following documents are attached to and made a part of this Certificate: *[punch list; others]*

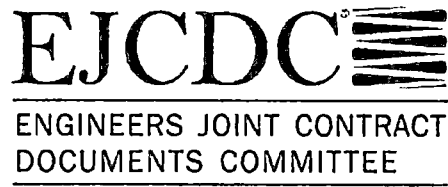
This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract.

EXECUTED BY ENGINEER:	RECEIVED:	RECEIVED:
By: _____ (Authorized signature)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by



Issued and Published Jointly by



These General Conditions have been prepared for use with the Agreement Between Owner and Contractor for Construction Contract (EJCDC® C-520, Stipulated Sum, or C-525, Cost-Plus, 2013 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other.

To prepare supplementary conditions that are coordinated with the General Conditions, use EJCDC's Guide to the Preparation of Supplementary Conditions (EJCDC® C-800, 2013 Edition). The full EJCDC Construction series of documents is discussed in the Commentary on the 2013 EJCDC Construction Documents (EJCDC® C-001, 2013 Edition).

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CONSTRUCTION CONTRACT**

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
 3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 5. *Bidder*—An individual or entity that submits a Bid to Owner.
 6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
 7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
 8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
 9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
 10. *Claim*—(a) A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract; or (b) a demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal; or seeking resolution of a contractual issue that Engineer

has declined to address. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
12. *Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents. .
15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
17. *Cost of the Work*—See Paragraph 13.01 for definition.
18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
20. *Engineer*—The individual or entity named as such in the Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
22. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.
23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

24. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
25. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.
26. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
27. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
28. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
29. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
30. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
31. *Project Manual*—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.
32. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative.
33. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
34. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals and the performance of related construction activities.
35. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.
36. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

37. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
38. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
39. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
40. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
41. *Successful Bidder*—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.
42. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
43. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
44. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.
45. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
46. *Unit Price Work*—Work to be paid for on the basis of unit prices.
47. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

48. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 *Terminology*

- A. The words and terms discussed in the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:*
1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day:*
1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective:*
1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or 15.04).
- E. *Furnish, Install, Perform, Provide:*
1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words "furnish," "install," "perform," or "provide," then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

- A. *Bonds*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Contractor's Insurance*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.
- C. *Evidence of Owner's Insurance*: After receipt of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or otherwise), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), Contractor shall submit to Engineer for timely review:
 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
 2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.03.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure Project website.
- B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or

computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

3.02 *Reference Standards*

- A. Standards Specifications, Codes, Laws and Regulations
 - 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
 - 2. No provision of any such standard specification, manual, reference standard, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

- A. *Reporting Discrepancies:*
 - 1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict,

error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.
 3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.
- B. *Resolving Discrepancies:*
1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
 - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers shall not:
 - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
 - 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to such date.

4.03 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 2. abnormal weather conditions;
 3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and
 4. acts of war or terrorism.
- D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.
- E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.
- F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.

- G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 Availability of Lands

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 Use of Site and Other Areas

A. Limitation on Use of Site and Other Areas:

- 1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
- 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part

by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
 - 1. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;
 - 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and
 - 3. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
 - 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
 - 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 - 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

- A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site either:
1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or
 2. is of such a nature as to require a change in the Drawings or Specifications; or
 3. differs materially from that shown or indicated in the Contract Documents; or
 4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Possible Price and Times Adjustments:*
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,

- c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or
 - b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph 5.04.A.
3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

5.05 *Underground Facilities*

- A. **Contractor's Responsibilities:** The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:
 1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and
 2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;
 - c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 - d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. **Notice by Contractor:** If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after

becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.

- C. *Engineer's Review:* Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings, conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Possible Price and Times Adjustments:*
 - 1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
 - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and
 - d. Contractor gave the notice required in Paragraph 5.05.B.
 - 2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
 - 3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

5.06 *Hazardous Environmental Conditions at Site*

- A. *Reports and Drawings*: The Supplementary Conditions identify:
1. those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
 2. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.
- H. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.H shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6 – BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.
- B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.
- D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.
- E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is

maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

- D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- E. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- F. If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.
- H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.
- I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.
- J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

6.03 *Contractor's Insurance*

- A. *Workers' Compensation:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:
 - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.
 - 2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).
 - 3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).

4. Foreign voluntary worker compensation (if applicable).
- B. **Commercial General Liability—Claims Covered:** Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:
1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.
 2. claims for damages insured by reasonably available personal injury liability coverage.
 3. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- C. **Commercial General Liability—Form and Content:** Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:
1. Products and completed operations coverage:
 - a. Such insurance shall be maintained for three years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
 2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
 3. Broad form property damage coverage.
 4. Severability of interest.
 5. Underground, explosion, and collapse coverage.
 6. Personal injury coverage.
 7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.
 8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
- D. **Automobile liability:** Contractor shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- E. **Umbrella or excess liability:** Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.
- F. **Contractor's pollution liability insurance:** Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result

of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.

- G. *Additional insureds*: The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.
- H. *Contractor's professional liability insurance*: If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.
- I. *General provisions*: The policies of insurance required by this Paragraph 6.03 shall:
1. include at least the specific coverages provided in this Article.
 2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.
 3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.
 4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.
 5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.
- J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

6.04 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 6.03, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.
- B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

6.05 *Property Insurance*

- A. *Builder's Risk:* Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
 - 1. include the Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."
 - 2. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.
 - 3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.
 - 4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).

5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).
 6. extend to cover damage or loss to insured property while in transit.
 7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
 8. allow for the waiver of the insurer's subrogation rights, as set forth below.
 9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.
 10. not include a co-insurance clause.
 11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.
 12. include performance/hot testing and start-up.
 13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.
- B. *Notice of Cancellation or Change:* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.
- C. *Deductibles:* The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.
- D. *Partial Occupancy or Use by Owner:* If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
- E. *Additional Insurance:* If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.
- F. *Insurance of Other Property:* If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

6.06 *Waiver of Rights*

- A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:
1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.
- D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

6.07 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the

policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.05 shall distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

7.01 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and

guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.04 "Or Equals"

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.
 - 1. If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an "or equal" item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) it has a proven record of performance and availability of responsive service; and
 - 4) it is not objectionable to Owner.
 - b. Contractor certifies that, if approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense:* Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal", which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

- D. *Effect of Engineer's Determination:* Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.
- E. *Treatment as a Substitution Request:* If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer considered the proposed item as a substitute pursuant to Paragraph 7.05.

7.05 *Substitutes*

- A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.
 - 1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.
 - 2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
 - 3. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - a. shall certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design,
 - 2) be similar in substance to that specified, and
 - 3) be suited to the same use as that specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute item from that specified, and

- 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
 - C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
 - D. *Reimbursement of Engineer's Cost:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
 - E. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
 - F. *Effect of Engineer's Determination:* If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.

7.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.
- B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.

- E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.
- F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.
- J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.
- K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.
- L. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.
- N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.

O. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor
2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

7.07 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.08 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work

7.09 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.10 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It shall not be Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Owner or Contractor may give notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.11 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.12 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
 - C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
 - D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
 - E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
 - F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).
 - G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.13 Safety Representative

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

7.14 Hazard Communication Programs

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or

exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.16 *Shop Drawings, Samples, and Other Submittals*

A. *Shop Drawing and Sample Submittal Requirements:*

1. Before submitting a Shop Drawing or Sample, Contractor shall have:
 - a. reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers; and similar information with respect thereto;
 - c. determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.

- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.

1. *Shop Drawings:*

- a. Contractor shall submit the number of copies required in the Specifications.
- b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to

provide and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.D.

2. *Samples:*

- a. Contractor shall submit the number of Samples required in the Specifications.
- b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.

3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Other Submittals:* Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.

D. *Engineer's Review:*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.
3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
4. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.
5. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.

8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.

E. *Resubmittal Procedures:*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

7.17 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
 1. observations by Engineer;
 2. recommendation by Engineer or payment by Owner of any progress or final payment;
 3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 4. use or occupancy of the Work or any part thereof by Owner;
 5. any review and approval of a Shop Drawing or Sample submittal;
 6. the issuance of a notice of acceptability by Engineer;
 7. any inspection, test, or approval by others; or
 8. any correction of defective Work by Owner.

- D. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 7.18.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
 - 1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 - 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

7.19 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.
- B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and other submittals prepared by such professional. Shop

Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this paragraph, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

ARTICLE 8 – OTHER WORK AT THE SITE

8.01 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.
- D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
 - 1. the identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
 - 2. an itemization of the specific matters to be covered by such authority and responsibility; and
 - 3. the extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

- A. If, in the course of performing other work at or adjacent to the Site for Owner, the Owner's employees, any other contractor working for Owner, or any utility owner causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment shall take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract. When applicable, any such equitable adjustment in Contract Price shall be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this paragraph.
- C. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due to Contractor.

- D. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9 – OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents shall be that of the former Engineer.

9.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.08. Particularly, but without limitation, during

or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 10.08. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent, or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

10.04 *Rejecting Defective Work*

- A. Engineer has the authority to reject Work in accordance with Article 14.

10.05 *Shop Drawings, Change Orders and Payments*

- A. Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.
- B. Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Paragraph 7.19.
- C. Engineer's authority as to Change Orders is set forth in Article 11.
- D. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.06 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.07 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.08 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.

10.09 Compliance with Safety Program

- A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs (if any) of which Engineer has been informed.

ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

11.01 Amending and Supplementing Contract Documents

- A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
 - 1. *Change Orders:*
 - a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.
 - b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.
 - 2. *Work Change Directives:* A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an

adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.

3. *Field Orders*: Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.02 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Such changes shall be supported by Engineer's recommendation, to the extent the change involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters. Such changes may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the Contract Documents. Nothing in this paragraph shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.03 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.

11.04 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:
 1. where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or
 2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or
 3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on

the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).

- C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit shall be determined as follows:
1. a mutually acceptable fixed fee; or
 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.01.C.2.a and 11.01.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;
 - d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
 - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
 - f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

11.05 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.
- B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

11.06 *Change Proposals*

- A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under

the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.

1. **Procedures:** Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.
 2. **Engineer's Action:** Engineer will review each Change Proposal and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.
 3. **Binding Decision:** Engineer's decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- B. **Resolution of Certain Change Proposals:** If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

11.07 Execution of Change Orders

- A. Owner and Contractor shall execute appropriate Change Orders covering:
1. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
 3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
 4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.

- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

11.08 Notification to Surety

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12 – CLAIMS

12.01 Claims

- A. *Claims Process:* The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:
 - 1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
 - 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and
 - 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.
- B. *Submittal of Claim:* The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.
- C. *Review and Resolution:* The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation:*
 - 1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.
 - 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim

submittal and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim shall be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim shall be incorporated in a Change Order to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 Cost of the Work

- A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
 1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
 2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:
 1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable

thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
 - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05), provided such losses and damages have resulted from causes

other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
- 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
- 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee:* When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.

E. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

- B. *Cash Allowances:* Contractor agrees that:
 - 1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 - 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.
- C. *Contingency Allowance:* Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

13.03 *Unit Price Work*

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph.
- E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:
 - 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement;
 - 2. there is no corresponding adjustment with respect to any other item of Work; and
 - 3. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

14.01 Access to Work

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

14.02 Tests, Inspections, and Approvals

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
 3. by manufacturers of equipment furnished under the Contract Documents;
 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to

cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages:* In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work shall be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

- A. Engineer has the authority to require special inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
 - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
 - 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will

include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

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

15.01 Progress Payments

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments:*
1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
 2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
 3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.
- C. *Review of Applications:*
1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
 2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

- a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
 4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
 5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
 6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

- e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due:*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner:*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
 - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. the Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. the Contract Price has been reduced by Change Orders;
 - i. an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;
 - j. liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - l. there are other items entitling Owner to a set off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount

remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 15.01.C.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which shall fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 - 1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through E for that part of the Work.
 - 2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
 - 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.05 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

- A. *Application for Payment:*
 - 1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of

inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
 - d. a list of all disputes that Contractor believes are unsettled; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Application and Acceptance:*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

D. *Payment Becomes Due:* Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer's recommendation,

including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

15.07 *Waiver of Claims*

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. correct the defective repairs to the Site or such other adjacent areas;
 - 2. correct such defective Work;
 - 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

- E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension. Any Change Proposal seeking such adjustments shall be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
 - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);
 - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 - 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:
 - 1. declare Contractor to be in default, and give Contractor (and any surety) notice that the Contract is terminated; and
 - 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses,

and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond shall govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for

expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this Article:
 - 1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full; and
 - 2. Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents, and arising after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this Article, Owner or Contractor may:
 - 1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions; or
 - 2. agree with the other party to submit the dispute to another dispute resolution process; or
 - 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18 – MISCELLANEOUS

18.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
 - 1. delivered in person, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended; or
 - 2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice.

18.02 *Computation of Times*

- A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

18.07 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

Section 00800

Supplementary Conditions

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, EJCDC® C-700 (2013 Edition). All provisions that are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added thereto.

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SC-1.01.A.8. Add the following language to the end of Paragraph 1.01.A.8:

The Change Order form to be used on this Project is EJCDC No. C-941. Agency approval is required before Change Orders are effective.

SC-1.01.A.48. Add the following language to the end of Paragraph 1.01.A.48:

A Work Change Directive cannot change Contract Price or Contract Times without a subsequent Change Order.

SC-1.01.A.49. Add the following new Paragraph after Paragraph 1.01.A.48:

Abnormal Weather Conditions-Conditions of extreme or unusual weather for a given region, elevation, or season as determined by Engineer. Extreme or unusual weather that is typical for a given region, elevation, or season should not be considered Abnormal Weather Conditions.

SC-1.01.A.50. Add the following new Paragraph after Paragraph 1.01.A.49:

Agency-The Project is financed in whole or in part by USDA Rural Utilities Service pursuant to the Consolidated Farm and Rural Development Act (7 USC Section 1921 et seq.). The Rural Utilities Service programs are administered through the USDA Rural Development offices; therefore, the Agency for these documents is USDA Rural Development.

SC-2.02.A. Amend the first sentence of Paragraph 2.02.A. to read as follows:

Owner shall furnish to Contractor five copies of the Contract Documents (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF).

SC-4.01. Amend the last sentence of Paragraph 4.01.A by striking out the following words:

In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Contract, whichever date is earlier.

SC-4.05.C.2. Amend Paragraph 4.05.C.2 by striking out the following text: “abnormal weather conditions;” and inserting the following text:

Abnormal Weather Conditions;

SC-7.04.A. Amend the third sentence of Paragraph 7.04.A by striking out the following words:

Unless the specification or description contains the following words reading that no like, equivalent, or ‘or-equal’ item is permitted.

SC-7.04.A.1. Amend the last sentence of paragraph a.3 by striking out “and;” and adding a period at the end of Paragraph a.3.

SC-7.04.A.1. Delete Paragraph 7.04.A.1.a.4 in its entirety and insert the following in its place:

[Deleted]

SC-7.06.A. Amend Paragraph 7.06.A by adding the following text to the end of the Paragraph:

The Contractor shall not award work valued at more than fifty percent of the Contract Price to Subcontractor(s).

SC-7.06.B. Delete Paragraph 7.06.B in its entirety and insert the following in its place:

[Deleted]

SC-7.06.E. Amend the second sentence of Paragraph 7.06.E by striking out “Owner may also require Contractor to retain specific replacements; provided, however, that”.

SC-11.07.C. Add the following new Paragraph after Paragraph 11.07.B:

- C. All Contract Change Orders must be concurred in by Agency before they are effective.

SC-13.02.C. Delete Paragraph 13.02.C in its entirety and insert the following in its place:

[Deleted]

SC-15.01.B. Amend the second sentence of Paragraph 15.01.B.1 by striking out the following text: “a bill of sale, invoice, or other.”

SC-15.01.B.3. Add the following language at the end of Paragraph 15.01.B.3:

No payments will be made that would deplete the retainage, place in escrow any funds that are required for retainage, or invest the retainage for the benefit of the Contractor.

SC-15.01.B4. Add the following new Paragraph after Paragraph 5.01.B.3:

- 4. The Application for Payment form to be used on this Project is EJCDC No. C-620. The Agency must approve all Applications for Payment before payment is made.

SC-15.01.D.1. Delete Paragraph 15.01.D.1 in its entirety and insert the following in its place:

The Application for Payment with Engineer’s recommendations will be presented to the Owner and Agency for consideration. If both the Owner and Agency find the Application for Payment acceptable, the recommended amount less any reduction under the provisions of Paragraph 15.01.E will become due twenty (20) days after the Application for Payment is presented to the Owner, and the Owner will make payment to the Contractor.

SC-15.02.A. Amend Paragraph 15.02.A by striking out the following text: “no later than seven days after the time of payment by Owner” and insert “no later than the time of payment by Owner.”

SC-19. Add Article 19 titled “FEDERAL REQUIREMENTS”

SC-19.01. Add the following language as Paragraph 19.01 with the title “Agency Not a Party”:

- A. This Contract is expected to be funded in part with funds provided by Agency. Neither Agency, nor any of its departments, entities, or employees is a party to this Contract.

SC-19.02. Add the following section after Article 19.01 with the title “Contract Approval”:

- A. Owner and Contractor will furnish Owner’s attorney such evidence as required so that Owner’s attorney can complete and execute the following “Certificate of Owner’s Attorney” before Owner submits the executed Contract Documents to Agency for approval.
- B. Concurrence by Agency in the award of the Contract is required before the Contract is effective.

SC-19.03. Add the following language after Article 19.02.B with the title “Conflict of Interest”:

- A. Contractor may not knowingly contract with a supplier or manufacturer if the individual or entity who prepared the drawings and specifications has a corporate or financial affiliation with the supplier or manufacturer. Owner’s officers, employees, or agents shall not engage in the award or administration of this Contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:
 - (i) the employee, officer or agent;
 - (ii) any member of their immediate family;
 - (iii) their partner or
 - (iv) an organization that employs, or is about to employ, any of the above, has a financial interest in Contractor. Owner’s officers, employees, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from Contractor or subcontractors.

SC-19.04. Add the following language after Article 19.03.A with the title “Gratuities”:

- A. If Owner finds after a notice and hearing that Contractor, or any of Contractor’s agents or representatives, offered or gave gratuities (in the form of entertainment, gifts, or otherwise) to any official, employee, or agent of Owner or Agency in an attempt to secure this Contract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Contract, Owner may, by written notice to Contractor, terminate this Contract. Owner may also pursue other rights and remedies that the law or this Contract provides. However, the existence of

the facts on which Owner bases such findings shall be an issue and may be reviewed in proceedings under the dispute resolution provisions of this Contract.

- B. In the event this Contract is terminated as provided in paragraph 19.04.A, Owner may pursue the same remedies against Contractor as it could pursue in the event of a breach of this Contract by Contractor. As a penalty, in addition to any other damages to which it may be entitled by law, Owner may pursue exemplary damages in an amount (as determined by Owner) which shall not be less than three nor more than ten times the costs Contractor incurs in providing any such gratuities to any such officer or employee.

SC-19.05. Add the following language after Article 19.04.B with the title “Audit and Access to Records”:

- A. Owner, Agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor which are pertinent to the Agreement, for the purpose of making audits, examinations, excerpts, and transcriptions. Engineer shall maintain all required records for three years after final payment is made and all other pending matters are closed.

SC-19.06. Add the following language after Article 19.05.A with the title “Small, Minority and Women’s Businesses”:

- A. If Contractor intends to let any subcontracts for a portion of the work, Contractor shall take affirmative steps to assure that small, minority and women’s businesses are used when possible as sources of supplies, equipment, construction, and services. Affirmative steps shall consist of: (1) including qualified small, minority and women’s businesses on solicitation lists; (2) assuring that small, minority and women’s businesses are solicited whenever they are potential sources; (3) dividing total requirements when economically feasible, into small tasks or quantities to permit maximum participation of small, minority, and women’s businesses; (4) establishing delivery schedules, where the requirements of the work permit, which will encourage participation by small, minority and women’s businesses; (5) using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce; (6) requiring each party to a subcontract to take the affirmative steps of this section; and (7) Contractor is encouraged to procure goods and services from labor surplus area firms.

SC-19.07. Add the following after Article 19.06.A with the title “Anti-Kickback”:

- A. Contractor shall comply with the Copeland Anti-Kickback Act (18 USC 874 and 40 USC 276c) as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Buildings or Public Works Financed in Whole or in Part by Loans or Grants of the United States”). The Act provides that Contractor or subcontractor shall be prohibited from inducing, by any means, any

person employed in the construction, completion, or repair of public facilities, to give up any part of the compensation to which they are otherwise entitled. Owner shall report all suspected or reported violations to Agency.

SC-19.08. Add the following after Article 19.07.A with the title “Clean Air and Pollution Control Acts”:

- A. If this Contract exceeds \$100,000, Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h) and 42 USC 7401 et. seq.), section 508 of the Clean Water Act (33 U.S.C. 1368) and Federal Water Pollution Control Act (33 USC 1251 et seq.), Executive Order 11738, and Environmental Protection Agency regulations is required. Contractor will report violations to the Agency and the Regional Office of the EPA.

SC-19.09. Add the following after Article 19.08 with the title “State Energy Policy”:

- A. Contractor shall comply with the Energy Policy and Conservation Act (P.L. 94-163). Mandatory standards and policies relating to energy efficiency, contained in any applicable State Energy Conservation Plan, shall be utilized.

SC-19.10. Add the following after Article 19.09 with the title “Equal Opportunity Requirements”:

- A. If this Contract exceeds \$10,000, Contractor shall comply with Executive Order 11246, “Equal Employment Opportunity,” as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- B. Contractor’s compliance with Executive Order 11246 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative active obligations required by the Standard Federal Equal Employment Opportunity Construction Contract Specifications, as set forth in 41 CFR Part 60-4 and its efforts to meet the goals established for the geographical area where the Contract is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the Contract, and in each trade, and Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting Contractor’s goals shall be a violation of the Contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.
- C. Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction

subcontract in excess of \$10,000 at any tier for construction work under the Contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number; estimated dollar amount of subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the Contract is to be performed.

SC-19.11. Add the following after Article 19.10.C with the title “Restrictions on Lobbying”:

- A. Contractor and each subcontractor shall comply with Restrictions on Lobbying (Public Law 101-121, Section 319) as supplemented by applicable Agency regulations. This Law applies to the recipients of contracts and subcontracts that exceed \$100,000 at any tier under a Federal loan that exceeds \$150,000 or a Federal grant that exceeds \$100,000. If applicable, Contractor must complete a certification form on lobbying activities related to a specific Federal loan or grant that is a funding source for this Contract. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Certifications and disclosures are forwarded from tier to tier up to the Owner. Necessary certification and disclosure forms shall be provided by Owner.

SC-19.12. Add the following after Article 19.11.A with the title “Environmental Requirements”:

When constructing a project involving trenching and/or other related earth excavations, Contractor shall comply with the following environmental conditions:

- A. Wetlands—When disposing of excess, spoil, or other construction materials on public or private property, Contractor shall not fill in or otherwise convert wetlands.
- B. Floodplains—When disposing of excess, spoil, or other construction materials on public or private property, Contractor shall not fill in or otherwise convert 100-year floodplain areas (Standard Flood Hazard Area) delineated on the latest Federal Emergency Management Agency Floodplain Maps, or other appropriate maps, e.g., alluvial soils on NRCS Soil Survey Maps.
- C. Historic Preservation—Any excavation by Contractor that uncovers an historical or archaeological artifact shall be immediately reported to Owner and a representative of Agency. Construction shall be temporarily halted pending the notification process and further directions issued by Agency after consultation with the State Historic Preservation Officer (SHPO).

- D. Endangered Species—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 Contractor, Contractor will immediately report this evidence to Owner and a representative of Agency. Construction shall be temporarily halted pending the notification process and further directions issued by Agency after consultation with the U.S. Fish and Wildlife Service.
- E. Mitigation Measures—The following environmental mitigation measures are required on this Project: NONE.

CERTIFICATE OF OWNER'S ATTORNEY AND AGENCY CONCURRENCE

CERTIFICATE OF OWNER'S ATTORNEY

PROJECT NAME: ***SHAKERTOWN PUMP STATION RENOVATION***

CONTRACTOR NAME: **UNITED PIPELINE, INC.**

I, the undersigned, { } _____, the duly authorized and acting legal representative of { } _____, do hereby certify as follows: I have examined the attached Contract(s) and performance and payment bond(s) and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements is adequate and has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with the terms, conditions, and provisions thereof.

Name

Date

AGENCY CONCURRENCE

As lender or insurer of funds to defray the costs of this Contract, and without liability for any payments thereunder, the Agency hereby concurs in the form, content, and execution of this Agreement.

Agency Representative

Date

Name

ENGINEER'S CERTIFICATION OF FINAL DRAWINGS AND SPECIFICATIONS

PROJECT NAME: ***SHAKERTOWN PUMP STATION RENOVATION***

The final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, comply with all requirements of the U.S. Department of Agriculture, Rural Utilities Service, to the best of my knowledge and professional judgment.

If the Engineers Joint Contract Documents Committee (EJCDC) documents have been used, all modifications required by RUS Bulletin 1780-26 **to the best of my knowledge and belief** have been made in accordance the terms of the license agreement, which states in part that the Engineer "must plainly show all changes to the Standard EJCDC Text, using 'Track Changes' (redline/strikeout), highlighting, or other means of clearly indicating additions and deletions." Such other means may include attachments indicating changes (e.g. Supplementary Conditions modifying the General Conditions).

STRAND ASSOCIATES, INC.[®]

Engineer

Date

Name and Title



ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Contractor's Application for Payment No.

	Application Period:	Application Date:
To (Owner):	From (Contractor):	Via (Engineer):
Project:	Contract:	
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.:

**Application For Payment
Change Order Summary**

Approved Change Orders			
Number	Additions	Deductions	
			1. ORIGINAL CONTRACT PRICE..... \$ _____
			2. Net change by Change Orders..... \$ _____
			3. Current Contract Price (Line 1 ± 2)..... \$ _____
			4. TOTAL COMPLETED AND STORED TO DATE
			(Column F total on Progress Estimates)..... \$ #REF!
			5. RETAINAGE:
			a. X #REF! Work Completed..... \$ #REF!
			b. X #REF! Stored Material..... \$ #REF!
			c. Total Retainage (Line 5.a + Line 5.b)..... \$ #REF!
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)..... \$ #REF!
			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ _____
			8. AMOUNT DUE THIS APPLICATION..... \$ #REF!
			9. BALANCE TO FINISH, PLUS RETAINAGE
			(Column G total on Progress Estimates + Line 5.c above)..... \$ #REF!
TOTALS			
NET CHANGE BY CHANGE ORDERS			

Contractor's Certification	
The undersigned Contractor certifies, to the best of its knowledge, the following:	
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;	
(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and	
(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.	
Contractor Signature	
By: _____	Date: _____

Payment of: \$ _____
(Line 8 or other - attach explanation of the other amount)

is recommended by: _____ (Engineer) _____ (Date)

Payment of: \$ _____
(Line 8 or other - attach explanation of the other amount)

is approved by: _____ (Owner) _____ (Date)

Approved by: _____ (Date)
Funding or Financing Entity (if applicable)

Change Order No. _____

Date of Issuance: _____ Effective Date: _____
 Owner: **LAKE VILLAGE WATER ASSOCIATION** Owner's Contract No.: **2-2017**
 Contractor: **UNITED PIPELINE, INC.** Contractor's Project No.: _____
 Engineer: **STRAND ASSOCIATES, INC.®** Engineer's Project No.: **2360.174**
 Project: _____ Contract Name: **SHAKERTOWN PUMP STATION RENOVATION**

The Contract is modified as follows upon execution of this Change Order:

Description:

Attachments: *[List documents supporting change]*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ _____	Original Contract Times: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: \$ _____	[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: \$ _____	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] of this Change Order: \$ _____	[Increase] [Decrease] of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: \$ _____	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ days or dates

RECOMMENDED:

ACCEPTED:

ACCEPTED:

By: _____ By: _____ By: _____
 Engineer (if required) Owner (Authorized Signature) Contractor (Authorized Signature)
 Title: _____ Title _____ Title _____
 Date: _____ Date _____ Date _____

Approved by Funding Agency (if applicable)

By: _____ Date: _____
 Title: _____

Section 00810

Supplemental Supplementary Conditions

A. These Supplemental Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, EJCDC® C-700 (2013 Edition). All provisions that are not so amended or supplemented remain in full force and effect.

B. When conflicts exist between Supplementary Conditions and Supplemental Supplementary Conditions, the Supplemental Supplementary Conditions control.

C. The terms used in these Supplemental Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

D. The address system used in these Supplemental Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added thereto.

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SC-1.01.A8 Change Order

Insert a comma and the word “Engineer” immediately after the word “Contractor” in this definition.

SC-2.01 Delivery of Bonds and Evidence of Insurance

Delete Paragraphs 2.01 B. and C. in their entirety and insert the following in their place:

B. Evidence of Contractor’s Insurance: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner copies of the policies of insurance (including all endorsements, and identification of applicable self-insured retentions and deductibles) required to be provided by Contractor in Article 6. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

SC-2.02 Copies of Documents

Amend the first sentence of Paragraph 2.02.A. to read as follows:

Owner shall furnish to Contractor 3 copies of the Contract Documents (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF).

SC-2.03 Before Starting Construction

Add the following subparagraph to Paragraph 2.03:

4. a proposed listing of subcontractors and major material and equipment suppliers. The list shall include any proposed substitutions in accordance with Paragraph 7.05.

SC-2.05 Initial Acceptance of Schedules

Add the following language to the end of Paragraph 2.05.A.2:

The schedule for shop drawings shall show all submittals complete before 25% of completion of the Work and the schedule for maintenance manuals shall show all submittals complete before 50% of completion of the Work.

SC-3.03 Reporting Discrepancies

Add the following language at the end of Paragraph 3.03.A:

4. Contractor shall report apparent discrepancies to Engineer using a Request for Information form on a form supplied by Engineer. The Request for Information form shall:

- a. be submitted by Contractor only;
- b. be legible and complete;
- c. not be used for the purposes of only confirming or verifying issues; and,
- d. be prioritized by Contractor in the event that multiple Requests for Information are outstanding.

Requests for Information that are not in conformance with the requirements above shall be returned to Contractor without response.

5. Contractor shall not be relieved of its responsibility to coordinate the Work to prevent adverse impacts to Contractor's Project Schedule while submitting Requests for Information.

6. If Contractor believes the Scope of Work included in the Request for Information has a cost and/or time impact, Contractor should submit a claim in accordance with Article 12 of these General Conditions.

7. If Contractor proceeds with work when Contractor had actual knowledge or should have known that a conflict, error, ambiguity, or discrepancy existed as indicated above, correction of work constructed without such notification to Engineer shall be at Contractor's expense, (except in an emergency as authorized by Paragraph 7.15.A).

SC-3.04 Requirements of the Contract Documents

Delete Paragraph 3.04.C in its entirety.

SC-4.03 Reference Points

Add the following new paragraph immediately after Paragraph 4.03.A:

B. CONTRACTOR is referred to the General Requirements for additional requirements for laying out the work.

SC-5.03 Subsurface and Physical Conditions

Add the following new paragraph(s) immediately after Paragraph 5.03.B:

C. No reports of explorations or tests of subsurface conditions at or adjacent to the Site, or drawings of physical conditions relating to existing surface or subsurface structures at the Site, are known to Owner.

D. The following drawings of physical conditions relating to existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities) are known to Owner:

1. Drawings dated 1987, prepared by PEH Engineers, of Lexington, Kentucky, titled: Lake Village Water Association Water System Improvements, for Lake Village Water Association, consisting of 11 sheets numbered 0 to 10, inclusive.

- a. All of the information in such drawings constitutes Technical Data on whose accuracy Contractor may rely. Contractor is expected to field verify the As Built conditions.

E. The reports and drawings identified above are not part of the Contract Documents, but the “technical data” contained therein upon which CONTRACTOR may rely, as expressly identified and established above, are incorporated in the Contract Documents by reference. CONTRACTOR is not entitled to rely upon any other information and data known to or identified by OWNER or ENGINEER.

F. Contractor may examine copies of and drawings identified in SC 5.03.D that were not included with the Bidding Documents at Strand Associates, Inc.[®] Lexington, during regular business hours, or may request copies from Engineer.

SC-5.05 Underground Facilities

Add the following paragraph immediately after Paragraph 5.05.E:

F. Contractor is referred to the General Requirements for requirements for keeping records of Underground Facilities and allowing facility owners to inspect.

SC-5.06 Hazardous Environmental Conditions

Delete Paragraphs 5.06.A and 5.06.B in their entirety and insert the following:

A. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.

B. Not Used.

SC-6.01 Performance and Payment Bonds

Add the following new paragraphs immediately after Paragraph 6.01.F:

G. The forms of the performance and payment Bonds attached hereto shall be used for the Contract. Note instructions thereon as to the form applicable. Each form contemplates one corporate surety only. In case co-sureties or individual sureties will be furnished, proper forms therefore shall be obtained. Besides the stipulations of Paragraphs 6.01 through 6.03, the surety on the Bonds shall provide a certificate indicating surety is licensed to underwrite contracts in the jurisdiction of the project location which shall be attached to the Bonds.

H. Every Bond must run to Owner.

I. If the principal is an individual, his/her full name and residence shall be inserted in the body thereof, and he/she shall sign the Bonds with his/her usual signature on the line opposite the scroll seal. If the principals are partners, their individual names shall appear in the body of the Bonds, with the recital that they are partners comprising a firm, naming it, and all the members of the firm shall execute the Bonds as individuals.

J. The signature of a witness shall appear in the appropriate places, attesting the signatures of each individual party to the Bonds.

K. If the principal is a corporation, the name of the state in which incorporated shall be inserted in the appropriate place in the body of the Bonds, and said instrument shall be executed and

attested under the corporate seal as indicated on the form. If the corporation has no seal, the fact shall be stated, in which case a scroll or adhesive seal shall appear following the corporate name. This also applies to execution by surety.

- L. The date of the Bonds must not be prior to the date of the Contract for which given.
- M. Bonds shall be placed with surety with a Best's rating of no less than A-.

SC-6.03 Contractor's Insurance

Add the following to the end of Paragraph 6.03.C.7:

All additional insureds shall be endorsed on the policy as required in Paragraph 6.03.C.7. Endorsements shall not exclude supervisory or inspection services.

Delete Paragraph 6.03.C.8 in its entirety and add the following new paragraphs immediately after Paragraph 6.03.C.7:

- 8. The types of insurance and the limits of liability indicated are the minimum required. Neither Owner nor Engineer warrant the adequacy of the types of insurance or the limits of liability required. Any policy exclusions shall be indicated on the insurance certificate. Contractor shall provide verification of all coverages with or on the insurance certificate.
 - 9. Regardless whether or not an Owners' and Contractors' Protective (OCP) policy or Project Management Protective Liability (PMPL) policy is furnished, insurance certificates for commercial general, automobile, umbrella, and builders risk shall specifically indicate by name the additional insureds which are to include Owner and Engineer as well as other persons or entities so identified. Certificates shall be Acord 25-S or equivalent.
 - 10. As an alternative to providing Form CG 20 10 10 01 or CG 20 10 07 04, Contractor may furnish to Owner an OCP policy or a PMPL policy with Owner as the named insured and Engineer as either an additional insured or a named insured. OCP policy or PMPL policy shall provide for bodily injury and property damage coverage equal to the sum of: the general aggregate limit for commercial general liability plus the amount specified for the umbrella coverage. OCP policy or PMPL policy shall provide coverage arising out of:
 - a. operations performed by Contractor at the project location.
 - b. acts or omissions in connection with the general supervision, inspection and/or coordination of such operations.
- If an OCP or PMPL policy is provided, Contractor shall provide originals of the Final OCP or PMPL to all insured and additional insured parties.
- 11. Endorsements, OCP policy, PMPL policy, or General Liability policy shall not exclude supervisory or inspection services.
 - 12. Contractor shall also provide an Additional Insured Endorsement for the automobile policy. Endorsement form shall be CA 20 48, or equal.
 - 13. Waiver of Subrogation: CONTRACTOR's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies and provide a waiver of

subrogation covering OWNER and ENGINEER, and any individuals or entities identified in the Supplementary Conditions. CONTRACTOR shall obtain all necessary endorsements to support these requirements.

Change in Paragraph 6.03.I.3 the phrase “materially changed” to read “materially changed with respect to coverage on the project.”

Add the following new paragraph immediately after Paragraph 6.03.J:

K. The limits of liability for the insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. Workers’ Compensation, and related coverages under Paragraphs 6.03.A.1 and A.2 of the General Conditions:

State:	<u>Statutory</u>
Federal, if applicable (e.g., Longshoreman’s):	<u>Statutory</u>
Jones Act coverage, if applicable:	
Bodily injury by accident, each accident	\$ <u> ---</u>
Bodily injury by disease, aggregate	\$ <u> ---</u>
Employer’s Liability:	
Bodily injury, each accident	\$ <u>1,000,000</u>
Bodily injury by disease, each employee	\$ <u>500,000</u>
Bodily injury/disease aggregate	\$ <u> ---</u>
For work performed in monopolistic states, stop-gap liability coverage shall be endorsed to either the worker’s compensation or commercial general liability policy with a minimum limit of:	\$ <u>1,000,000</u>
Foreign voluntary worker compensation	<u>Statutory</u>

2. Contractor’s Commercial General Liability under Paragraphs 6.03.B and 6.03.C of the General Conditions:

General Aggregate	\$ <u>1,000,000</u>
Products–Completed Operations Aggregate	\$ <u>1,000,000</u>
Personal and Advertising Injury	\$ <u>1,000,000</u>
Each Occurrence (Bodily Injury and Property Damage)	\$ <u>1,000,000</u>

General Aggregate Limits specified above shall apply separately to this project by attachment of:

“Amendment of Limits of Insurance–Designated Location(s) General Aggregate Limit Endorsement (ISO Form No. CG 25040509) or “Designated Construction Project(s) General Aggregate Limit” Endorsement (ISO Form CG 25030509) or equivalent endorsement coverage.

3. Automobile Liability under Paragraph 6.03.D. of the General Conditions:

Bodily Injury:

Each person	\$ <u>500,000</u>
Each accident	\$ <u>1,000,000</u>

Property Damage:

Each accident	\$ <u>500,000</u>
[or]	
Combined Single Limit of	\$ <u>1,000,000</u>

4. Excess or Umbrella Liability:

Per Occurrence	\$ <u>---</u>
General Aggregate	\$ <u>1,000,000</u>

5. Contractor’s Pollution Liability:

Each Occurrence	\$ <u>---</u>
General Aggregate	\$ <u>---</u>

If box is checked, Contractor is not required to provide Contractor’s Pollution Liability insurance under this Contract

6. General Liability, Automobile Liability, and Umbrella Liability shall include coverage for mental anguish, punitive damages, and electronic data liability.

SC-6.05.A Contractor’s Installation Floater Insurance

Delete Paragraph 6.05.A in its entirety and insert the following in its place:

A. Contractor shall provide and maintain installation floater insurance for property under the care, custody, or control of Contractor. The installation floater insurance shall be a broad form or “all risk” policy providing coverage for all materials, supplies, machinery, fixtures, and equipment that will be incorporated into the Work. Coverage under the Contractor’s installation floater will include:

1. any loss to property while in transit,
2. any loss at the Site, and

3. any loss while in storage, both on-site and off-site.
4. include the Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as “insureds.”

Coverage cannot be contingent on an external cause or risk, or limited to property for which the Contractor is legally liable. The Contractor will be solely responsible for any deductible carried under this coverage and claims on materials, supplies, machinery, fixture, and equipment that will be incorporated into the Work while in transit or in storage. This policy will include a waiver of subrogation applicable to Owner, Contractor, Engineer, all Subcontractors, and the officers, directors, partners, employees, agents and other consultants and subcontractors of any of them.

SC-7.02.B Labor; Working Hours

Add the following new paragraph immediately after Paragraph 7.02.B:

- C. See the General Requirements for special requirements concerning water supply shutdowns.

SC-7.03.B Materials and Equipment Warranty

Add the following to the end of Paragraph 7.03.B:

Suppliers shall be deemed to impliedly warrant that their products and all component materials incorporated into them are suitable and fit for the intended use of such products and shall be free from defect in material, workmanship or design, such warranty to run to the benefit of Owner and Engineer. The foregoing applies whether the products or their component materials are specified in the Contract Documents or are of Supplier’s design.

SC-7.08 Permits

Delete last sentence of Paragraph 7.08.A and add the following in its place:

See General Requirements and technical specification sections for utility charge provisions.

Add Paragraph 7.08.B as follows:

- B. See General Requirements for additional permit information.

SC-7.09 Taxes

Fees and Licenses—Contractor shall comply with Mercer County ordinances relating to Occupational License Fees, Business Licenses, payroll, and net profits, taxes and any other ordinances which may apply to the Work.

SC-7.10 Laws and Regulations

Kickback Statutes—Contractor shall comply with the requirements of KRS 45A.455 with respect to gratuities and kickbacks among other matters.

Campaign Finance Disclosure—Contractor shall comply with requirements of KRS 45A.395 with respect to campaign finance laws.

Labor Law Disclosures—Contractor shall comply with requirements of KRS 45A.343 with respect to labor law disclosure.

Payment Bond for Wages Due—Contractor, whether a corporation, partnership, or individual, who have not been doing business in the State of Kentucky for five consecutive years, shall comply with KRS 337.200 which requires a Performance Bond to assure payment of wages.

SC-7.11 Record Documents

In Paragraph 7.11.A delete last sentence and insert the following:

Upon completion of the Work, these record documents, samples, and shop drawings shall be delivered by Contractor to Owner.

SC-7.13 Competent Person

Add the following new paragraph immediately after Paragraph 7.13.A:

B. Contractor shall keep at the Site at all times during the progress of the Work a competent person to comply with OSHA trenching and excavation requirements. The competent person shall be one who is capable of identifying existing and predictable hazards in the surroundings, or working conditions that are unsanitary, hazardous or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.

SC-7.16 Shop Drawings

Add the following new paragraphs immediately after Paragraph 7.16.E:

F. Contractor shall furnish required submittals with sufficient information and accuracy in order to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing subsequent submittals of Shop Drawings, samples or other items requiring approval and Contractor shall reimburse Owner for Engineer's charges for such time.

G. In the event that Contractor requests a substitution for a previously approved item, Contractor shall reimburse Owner for Engineer's charges for its review time unless the need for such change is beyond the control of Contractor.

SC-7.18 Indemnification

Add the following to the end of Paragraph 7.18.A:

In addition, Contractor shall indemnify, hold harmless, and pay for the defense of Owner and Engineer from and against claims, losses, or damages in regard to any act or failure to act by Owner or Engineer in connection with general supervision, inspection and/or coordination of Contractor's operations.

Contractor shall, at its own expense, appear, defend, and pay all fees of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and, if any judgments shall be rendered against any individual or entity indemnified hereunder in any such action, Contractor shall, at its own expense, satisfy and discharge same. Contractor expressly understands and agrees that any Letter of Credit or insurance protection required by the Contract, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and, save harmless, and defend any individual or entity indemnified hereunder as herein provided.

Delete Paragraph 7.18.C.1 and 7.18.C.2. Insert new Paragraphs 7.18.C.1 and D:

1. the preparation of Drawings, Specifications, or Property Surveys.

D. For any matter for which Owner and Engineer are indemnified under Paragraph 7.18.A, Contractor shall pay for Owner's and Engineer's reasonable defense, including, but not limited to, all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs or awards until Owner or Engineer are found negligent. If Owner or Engineer are found negligent, Owner or Engineer shall reimburse Contractor for the prorata extent of Owner's or Engineer's negligence for the cost of Owner's or Engineer's reasonable defense.

SC-7.19 Delegation of Professional Design Services

Add the following new paragraphs immediately after Paragraph 7.19.E:

F. The design professional providing the design calculations and design drawings shall be licensed in the State of the Project.

G. The design calculation and design drawings are not shop drawings, but shall be submitted to ENGINEER separately along with the required shop drawings for the system, material, or equipment specified. These calculations will be forwarded to OWNER for their records.

SC-9.13 Owner's Site Representative

Add the following new paragraph immediately after Paragraph 9.12:

SC-9.13 Owner's Site Representative

A. Owner will furnish an "Owner's Site Representative" to represent Owner at the Site and assist Owner in observing the progress and quality of the Work. The Owner's Site Representative is not Engineer's consultant, agent, or employee. Owner's Site Representative will be an employee of Lake Village Water Association.

SC-10.03 Project Representative

Add the following new paragraphs immediately after Paragraph 10.03.A:

B. The authority and responsibility of Owner's Site Representative (OSR) follow:

1. General: OSR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. OSR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor

2. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings.

3. Interpretation of Contract Documents: Report to Engineer when clarifications and interpretations of the Contract Documents are needed.

4. Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with OSR's recommendations, if any, to Engineer.

5. Review of Work and Rejection of Defective Work:

a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.

b. Report to Engineer whenever OSR believes that any part of Contractor's work in progress is defective, will not produce a completed Project that conforms generally to the Contract Documents, or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that OSR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

6. Inspections, Tests, and System Start-ups:

a. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.

b. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.

7. Records:

a. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.

b. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.

c. Maintain records for use in preparing Project documentation.

8. Reports:

a. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, force majeure or delay events, damage to property by fire or other causes, or the discovery of any Constituent of Concern or Hazardous Environmental Condition.

9. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the Schedule of Values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

10. Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

11. Completion:

a. Participate in Engineer's visits to the Site to determine Substantial Completion, assist in the determination of Substantial Completion and the preparation of a punch list of items to be completed or corrected.

b. Participate in Engineer's final visit to the Site to determine completion of the Work, in the company of Owner and Contractor, and prepare a final punch list of items to be completed and deficiencies to be remedied.

c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the notice of acceptability of the work.

C. The OSR shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.
3. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work.
4. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
5. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
6. Authorize Owner to occupy the Project in whole or in part.

SC-11.01 Amending the Contract Documents; Changes in the Work

Delete Paragraph 11.01.A.1.b in its entirety.

SC-11.02 Owner-Authorized Changes in the Work

Amend the second sentence in Paragraph 11.02.A to read as follows:

Such changes shall be supported by ENGINEER's recommendation.

SC-11.04 Change of Contract Price

Add the following sentence at the end of paragraph 11.04.B.2:

Any overhead and profit allowance for lump sum work shall be in accordance with paragraph 11.04.C.2. unless OWNER and CONTRACTOR agree that these allowances are not appropriate for the Work involved.

SC-11.06.B Change Proposals

Delete Paragraph 11.06.B in its entirety.

SC-11.07 Execution of Change Orders

Delete Paragraphs 11.07.A and 11.07.B in their entirety and insert the following in their place:

A. OWNER and CONTRACTOR shall execute appropriate Change Orders recommended by ENGINEER covering:

1. Changes in the Work which are: (a) ordered by OWNER pursuant to Paragraph Section 00810-13

11.02, (b) required because of acceptance of defective Work under Paragraph 14.04 or OWNER's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties;

2. Changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. Changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by ENGINEER pursuant to Paragraph 12.01; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 4.04.B.

SC-11.08 Notification to Surety

Add the following new paragraphs immediately after Paragraph 11.08.A:

B. Contractor shall be responsible for notifying the surety of any assignment, modification, or change of the Contract, change in the Work covered thereby, or extension of time for the completion of the project.

C. Failure to provide notice to the surety of any such change shall not exonerate the surety from its obligations under the bond.

SC-12.01.A Claims Process

Insert the following immediately after "Claims Process" in Paragraph 12.01.A:

All Claims, except those waived pursuant to Paragraph 15.07, shall be referred to ENGINEER for decision. A decision by ENGINEER shall be required as a condition precedent to any exercise by OWNER or CONTRACTOR of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.

Delete Paragraph 12.01.A.3 in its entirety.

SC-14.02.A Tests and Inspections

Add the following to the beginning of Paragraph 14.02.A:

All Work is subject to testing to indicate compliance with Contract Document requirements. Duplicate copies of test results of all tests required shall be submitted to Engineer. Tests and inspection of work may be conducted by Owner or an independent laboratory employed by Owner. Tests may also be performed in the field by Engineer as a basis for acceptance of the Work.

Add the following to the end of Paragraph 14.02.A:

Samples required for testing shall be furnished by Contractor at no cost to Owner. In the event that completed Work does not conform to specification requirements during the initial test, the Work shall be corrected and retested for conformance. The entire cost of retesting completed Work shall be borne by Contractor. This shall include the extra cost for inspection to Owner which will be deducted from the final amount due Contractor.

SC-15.01.B Applications for Progress Payment

Add the following paragraph after Paragraph 15.01.B.3:

4. Contractor shall submit with each pay request Contractor's partial waiver of lien for the full amount of the requested payment. Beginning with the second pay request, and with each succeeding pay request, Contractor shall submit partial waivers of lien for each Subcontractor and Supplier showing that the amount paid to date to each is at least equivalent to the total value of Subcontractor's or Supplier's work, less retainage, included on the previous pay request. Contractor shall submit with each pay request a signed Waiver of Lien Log clearly documenting the following:

- a. The names of all Subcontractors/Suppliers on the project.
- b. Contract amounts for each Subcontractor/Supplier.
- c. Amount paid to date to each Subcontractor/Supplier.
- d. Lien waivers provided with current pay application for previous month's payments.
- e. Amount to be paid to each Subcontractor/Supplier included in the pending pay request.
- f. Remaining balance for each Subcontractor/Supplier.

5. Contractor shall submit one original and one copy on 8-1/2 by 11 paper of each lien waiver submitted.

6. Contractor shall submit five copies of each pay request for approval.

7. No advanced payment for shop drawing preparation will be made. Shop drawing costs will be paid when equipment and materials are delivered and suitably stored on the site.

8. All stored equipment and materials for which payment is requested shall have two copies of invoices included with the pay request. Equipment shall be identified thoroughly on the invoices, including serial numbers.

9. Payment for the stored equipment and material which are on the site shall not exceed the invoiced amount for each item, less the Contract retainage. The overhead and profit for the stored items shall not be invoiced until the item is installed.

10. Payment for off-site storage is normally reserved for sensitive or very large pieces of equipment that in Engineer's opinion would not be practical to have stored on the site. Payment for off-site stored items shall be limited to 75% of the invoiced value of the item, less Contract retainage. Contractor shall reimburse Owner the cost of inspecting off-site stored items. When off-site storage is approved, Contractor shall provide Insurance Certificates and Document of Ownership to Owner.

SC-15.08.A Correction Period

Delete in Paragraph 15.08.A the phrase "If within one year after the date of Substantial Completion" and insert in its place the following:

"If within one year of the date of final payment or from the date established by Engineer that the Work or portion thereof began operating or was used in a continuous, satisfactory manner for its intended purpose, whichever is earlier,"

SC-16.02 Owner May Terminate for Cause

Add the following new paragraphs immediately after Paragraph 16.02.B.2:

3. complete the Work as Owner may deem expedient at the expense of Contractor and surety;
4. apply the amounts retained from partial payments to the completion of the Work; and
5. authorize the surety to complete the steps in Paragraphs 16.02.B.1 through 4.

SC-16.03 Owner May Terminate for Convenience

Add the following paragraph after Paragraph 16.03.B:

C. Contractor shall require similar provisions contained in Paragraph 15.03 in each of its subcontracts to protect Contractor from claims by Subcontractors arising from the Owner's termination for convenience, or to minimize claims by such subcontractors. The remedy provided to Contractor under this Paragraph 16.03 shall be Contractor's sole remedy in the event of termination for convenience by Owner.

END OF SECTION



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Agency	CONTACT NAME:	
	PHONE (A/C, No. Ext):	FAX (A/C, No):
INSURED Contractor	E-MAIL ADDRESS:	
	PRODUCER CUSTOMER ID #:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Insurance Company	
	INSURER B:	
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		
		NAIC #

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	\$ 1,000,000
<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ N/A
		X					PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$ 1,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
<input checked="" type="checkbox"/>	ANY AUTO						BODILY INJURY (Per person)	\$ 500,000
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$ 1,000,000
	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$ 500,000
	HIRED AUTOS							\$
	NON-OWNED AUTOS							\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$ N/A
	<input checked="" type="checkbox"/> OCCUR						AGGREGATE	\$ 1,000,000
	EXCESS LIAB							\$
	<input type="checkbox"/> CLAIMS-MADE							\$
	DEDUCTIBLE							\$
	RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> WC STATUTORY LIMITS	<input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ N/A
	Installation Floater or Builders Risk						See SC-5.06	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Shakertown Pump Station Renovation, 2-2017, Lake Village Water Association
 The Lake Village Water Association and Strand Associates, Inc. are additional insured with respect to General Liability, Automobile Liability, and Excess/Umbrella Liability. The Lake Village Water Association and Strand Associates, Inc. are loss payees with respect to Installation Floater or Builder's Risk policies. In addition, see attached Additional Insured Endorsements for the General Liability and Automobile policies.

CERTIFICATE HOLDER	CANCELLATION
Strand Associates, Inc. 1525 Bull Lea Road, Suite 100 Lexington, KY 40511 (Provide separate certificate to each party.) Lake Village Water Association 801 Pleasant Hill Drive P.O. Box 303 Burgin, KY 40310	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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SPECIFICATIONS

SECTION 01010
SUMMARY OF WORK

PART 1-GENERAL

1.01 DIVISION ONE

- A. The requirements of Division 1 apply to all sections of the Contract(s).

1.02 PROJECT SCOPE

- A. CONTRACTOR shall provide all items, articles, materials, operations or methods mentioned or scheduled on the Drawings or herein specified: including all labor, supervision, equipment, incidentals, taxes and permits necessary to complete the Work as described within the Contract Documents. CONTRACTOR shall install all items provided by OWNER as mentioned or scheduled on the Drawings or herein specified.

1.03 CONTRACT DOCUMENTS-INTENT AND USE

A. Intent of Documents:

1. Singular notations and specifications shall be considered plural where application is reasonably inferred.
2. Mention or indication of extent of work under any division or Specification section is done only for convenience of CONTRACTOR and shall not be construed as describing all work required under that division or section.
3. Some individual sections may contain a list of related sections. The list of related sections in individual sections is provided for the convenience of CONTRACTOR and is not necessarily all-inclusive. CONTRACTOR may not rely upon this listing for determination of scope of work. Other sections of the Specifications, not referenced in individual sections shall apply as required for proper performance of the Work.
4. Command type sentences may be used in the Contract Documents. These sentences refer to and are directed to CONTRACTOR.
5. Symbols for various elements and systems are shown on the Drawings. Should there be any doubt regarding the meaning or intent of the symbols used, a written interpretation shall be obtained from ENGINEER.

B. Use of Documents:

1. CONTRACTOR shall examine all Specifications and Drawings for the Work, including those that may pertain to Work CONTRACTOR does not normally perform with its own forces.
2. CONTRACTOR shall use all of the Project Drawings and Specifications:
 - a. For a complete understanding of the Project.
 - b. To determine the type of construction and systems required.
 - c. For coordination with other contractors.
 - d. To determine what other work may be involved in various parts or phases.
 - e. To anticipate and notify others when work by others will be required.
 - f. And all other relevant matters related to the Project.
3. CONTRACTOR is also bound by all requirements of the Contract Documents which are applicable to, pertain to, or affect its Work, as may be shown or inferred by the entire set of Project Drawings and Specifications.

1.04 CONSTRUCTION REQUIREMENTS

- A. In general, the following contract completion Milestones shall be followed. See Agreement for specific dates:
1. Milestone 1 Completion: CONTRACTOR shall by that date, have submitted complete pump shop drawings to ENGINEER for review.
 2. Milestone 2 Completion: CONTRACTOR shall by that date, have received delivery for all materials, at which time all materials and equipment have been received, CONTRACTOR may begin demolition of pump station.
 3. Substantial Completion: CONTRACTOR shall by that date, have the Project substantially completed.
- B. General Information and Requirements:
1. Project intent is to limit construction time on site to two months.
 2. OWNER cannot shut down water main through site for more than a few hours. OWNER has constructed a bypass around the pump station to accommodate the pump station renovation. Work in the master meter vault will need to be completed in an eight-hour shut down window.
 3. Access: CONTRACTOR shall maintain roadways open at all times. CONTRACTOR shall be responsible for maintaining roadways in drivable condition, including placement of temporary stone and gravel and providing drainage as necessary. All county-owned roadways around the pump station shall be cleaned of construction site materials, soil, and debris as necessary.

1.05 CONTRACTOR USE OF SITE

- A. General:
1. The "area of the site" referred to in these Specifications shall be as shown on the Drawings. If the "area of the site" is not shown, OWNER's property lines, the Project right-of-way and/or any easements obtained for the Project shall be considered the "area of the site."
 2. Construction activities shall be confined within the "area of the site" limits.
 3. From the start of work to completion CONTRACTOR is responsible for the care of the site and the premises which are affected by operations of Work of this Contract.
 4. Except for permanent site improvements provided under the Contract, CONTRACTOR shall restore property disturbed during the Work, to the conditions which previously existed.
- B. Parking and Deliveries:
1. CONTRACTOR is responsible for control of traffic by vehicles and persons within the limits of its operations.
 2. Parking for employees, subcontractors, and agents of CONTRACTOR shall be in areas subject to approval of OWNER.
 3. Access to the site for delivery of construction material or equipment shall be subject to approval of OWNER.

1.06 EXISTING SERVICES, OVERHEAD UTILITIES, AND UNDERGROUND FACILITIES INCLUDING STRUCTURES

- A. Interruption of existing water services shall be kept to an absolute minimum and shall be limited to times approved by OWNER.

- B. If deemed necessary by OWNER, such work shall be accomplished after OWNER's normal office hours.
- C. Work shall not commence until all labor, materials and equipment are available so Work can continue without interruption or delay.
- D. Should uncharted or incorrectly charted services or Underground Facilities be encountered during installation, notify OWNER and consult with utility owner immediately.
- E. Cooperate with OWNER and utility companies in keeping respective services and Underground Facilities in operation and repair any damage.
- F. CONTRACTOR shall not interrupt existing services and Underground Facilities occupied and used by OWNER or others, except when permitted in writing by OWNER.
- G. Any accidental interruption of services and Underground Facilities shall be repaired immediately, including provision of temporary facilities until permanent repairs can be made.
- H. Prior to any excavation, demolition, or drilling on site, CONTRACTOR shall contact owners of the Underground Facilities in and near the construction area of the intent to excavate, demolish, or drill. As part of this notification requirement, CONTRACTOR shall contact the utility notification service Kentucky 811 (811 or 1-800-752-6007) at least two but not more than 10 business days in advance of any work. CONTRACTOR shall be aware that not all owners participate in Kentucky 811. A call to this agency shall not absolve CONTRACTOR of the requirements for contacting all owners of Underground Facilities in and near the construction area. CONTRACTOR shall give reasonable advance notice to Kentucky 811 and other owners—such notification shall not be less than the minimum advance notification required.
- I. Locations and elevations of services and Underground Facilities as shown on the Drawings are approximate. It shall be CONTRACTOR's responsibility to determine their exact location when in their vicinity. To this end, CONTRACTOR shall proceed with caution in the excavation and preparation of the Site so the exact location of services and Underground Facilities can be determined. CONTRACTOR shall include in the Contract Price any costs for temporary or permanent relocations of such services and Underground Facilities required to complete the Work unless specifically indicated otherwise in the Specifications.
- J. Where potential grade conflicts might occur with existing services and Underground Facilities, CONTRACTOR shall uncover such services and Underground Facilities sufficiently in advance of construction so that elevations may be determined to allow any necessary adjustments to be made.
- K. CONTRACTOR shall coordinate with overhead utility companies prior to the Work. CONTRACTOR shall provide all necessary temporary and permanent support relocation or temporary and permanent restraint to maintain overhead utilities in service.
- L. CONTRACTOR shall keep an accurate and complete record of all such services and Underground Facilities encountered and shall provide OWNER a copy of this record. The record shall include a description of the item encountered, opinion as to conditions, and adequate measurements and depths so that the item can be located in the future.

- M. CONTRACTOR shall inspect all services and Underground Facilities for condition and soundness. Unsound conditions shall be reported to OWNER immediately after exposing. CONTRACTOR shall not proceed with the Work until the service or facility owner has been notified. Service or facility owner shall then be given time to inspect and correct, if required, the service or Underground Facility. CONTRACTOR may make claim under the provisions of Articles 11 and 12 of the General Conditions should CONTRACTOR feel a price or time adjustment is justified.
- N. Any additional costs incurred because of failure of CONTRACTOR to report the condition of any and all existing services and Underground Facility encountered shall be paid for by CONTRACTOR.
- O. Whenever ENGINEER feels it is necessary to explore and excavate to determine the location of existing services and Underground Facilities, CONTRACTOR shall make explorations and excavations for such purposes. If CONTRACTOR is required to perform additional Work in making the explorations and excavations, extra compensation will be allowed as provided for in the General Conditions.

1.07 PROTECTION OF WORK AND IMPROVEMENTS

- A. CONTRACTOR shall protect the property of OWNER, existing improvements, and the Work installed by CONTRACTOR and others from abuse, damage, dust, debris, and other objectionable materials resulting from construction activities.
- B. CONTRACTOR shall provide suitable covers, partitions, or other dust and fume containment devices to suit construction operations.
- C. CONTRACTOR shall keep property, existing improvements and the Work, including structures, mains, fittings and accessories free from dirt and foreign matter at all times.
- D. CONTRACTOR shall provide temporary plugging of openings, holes and pipe ends that are existing or that CONTRACTOR has installed.
- E. Property, improvements and Work damaged by CONTRACTOR shall be repaired or replaced by CONTRACTOR to the satisfaction of OWNER.

1.08 AVAILABILITY OF LANDS

- A. Easements were not obtained for this Project. CONTRACTOR shall confine its operations, equipment and storage areas to the easements, lands and rights-of-way in which the Project is to be located. CONTRACTOR may enter into written agreements with property owners for use of other lands during construction. Copies of such agreements shall be provided to OWNER.

PART 2-PRODUCTS

NOT APPLICABLE

PART 3-EXECUTION

NOT APPLICABLE

END OF SECTION

SECTION 01019

CONTRACT CONSIDERATIONS

PART 1-GENERAL

1.01 SUMMARY

- A. Work Included:
 - 1. Cash Allowances.
 - 2. Measurement and Payment-Lump Sum.

1.02 CASH ALLOWANCES

- A. See Paragraph 13.02 of the General Conditions for costs to be included in Allowances.
- B. Refer to sections of the specifications identified in the Bid Form for specific information on use of cash allowances.
- C. The Bid shall include the amount equal to the specified quantity times the unit price.

1.03 MEASUREMENT AND PAYMENT-LUMP SUM

- A. Payment for Lump Sum projects will be based on the accepted schedule of values for the project.
- B. An acceptable schedule of values will include the following features:
 - 1. Schedule shall list the installed value of the component parts of the work in sufficient detail to serve as a basis for computing values for progress payments during construction. Schedule shall be subdivided as necessary by specification section and work area.
 - 2. Identify each line item with the number and title of the respective Specification Section.
 - 3. For each major line item list sub-values of major products or operations under the item.
 - 4. For the various portions of the work:
 - a. Each item shall include a directly proportional amount of CONTRACTOR's overhead and profit.
 - b. For items on which progress payments will be requested for stored materials, break down the value into:
 - (1) The cost of the materials, delivered and unloaded, with taxes paid. Paid invoices are required for materials upon request by ENGINEER.
 - (2) The total installed value.
 - 5. The sum of all values listed in the schedule shall equal the total Contract Sum.
 - 6. Schedule shall include a separate listing of general items such as bonds, insurance, mobilization, demobilization, field supervision, and record documents.
- C. Once a schedule of values is accepted, it shall not be revised, except for changes associated with subsequently executed change orders.
- D. No separate measurement for payment will be performed for Lump Sum Work.

- E. CONTRACTOR shall estimate percentage of Work completed. ENGINEER will review CONTRACTOR's estimate of quantity of Work completed.
- F. Payment will be made based on the percentage of the Contract completed less retainage and/or liquidated damages.
- G. Unless noted otherwise, all Work described in the Specifications and/or shown on the Drawings shall be included in the Lump Sum Bid.
- H. Some technical specification sections may include payment provisions. These provisions are in addition to the provisions of this section which apply to all of the Work.

PART 2-PRODUCTS

NOT APPLICABLE

PART 3-EXECUTION

NOT APPLICABLE

END OF SECTION

SECTION 01039

COORDINATION, FIELD ENGINEERING, AND MEETINGS

PART 1-GENERAL

1.01 SUMMARY

- A. Work Included:
 - 1. Coordination.
 - 2. Field engineering.
 - 3. Progress meetings.
 - 4. Preinstallation meetings.

1.02 COORDINATION

- A. CONTRACTOR shall coordinate scheduling, submittals, and work of the various sections of the work to assure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- B. CONTRACTOR shall verify utility requirements and characteristics of operating equipment are compatible with pump station utilities and coordinate Work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- C. CONTRACTOR shall coordinate space requirements and installation of mechanical and electrical work which are indicated diagrammatically on the Drawings and shall follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with line of pump station. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- D. CONTRACTOR shall coordinate completion and cleanup of Work of separate sections in preparation for substantial completion and for portions of Work designated for OWNER's occupancy.
- E. After OWNER occupancy of premises, CONTRACTOR shall coordinate access to Site for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of OWNER's activities.

1.03 FIELD ENGINEERING

- A. CONTRACTOR shall locate and protect property stakes, legal survey monuments, benchmarks, and survey control and reference points. CONTRACTOR shall pay for replacement of disturbed property stakes and legal survey monuments by a Registered Land Surveyor acceptable to OWNER and for replacement of benchmarks and survey control and reference points provided by ENGINEER.
- B. CONTRACTOR shall provide field engineering services as required to establish elevations, lines, and levels, utilizing recognized engineering survey practices.
- C. CONTRACTOR shall furnish all required plummets and graduated poles to check all Work.

- D. If stakes and boards have to be reset because of negligence of CONTRACTOR, CONTRACTOR shall bear the cost of such work.
- E. If laser beam is used, CONTRACTOR shall check its Work against intermediate grade stakes provided between manholes. Prior to initial use of the laser, CONTRACTOR shall set up laser on ground surface and check line and gradient controls. Lasers not functioning properly shall be immediately removed.
- F. If existing property stakes, not within the limits of the trench, are removed or damaged by CONTRACTOR, CONTRACTOR shall bear the cost of replacement. Replacement shall be made by a legal survey performed by a licensed Land Surveyor hired by OWNER. Cost for survey shall be deducted from the Contract Price.
- G. CONTRACTOR shall be responsible for all lines, elevations, and measurements of buildings, structures, piping, utilities, and other work executed by CONTRACTOR under the Contract. CONTRACTOR must exercise proper precaution to verify figures before laying out the Work, and will be held responsible for any error resulting from its failure to exercise such precaution.
- H. See Specifications for additional requirements concerning layout of the Work.

1.04 PROGRESS MEETINGS

- A. Progress meetings will be held throughout progress of the Work at intervals agreed to by OWNER, ENGINEER, and CONTRACTOR. Interval will generally be monthly, while field work is occurring.
- B. CONTRACTOR's project manager, job superintendent, major subcontractors and suppliers shall attend as appropriate to address agenda topics for each meeting. CONTRACTOR's representatives shall have authority to bind CONTRACTOR to decisions at the meetings.
- C. The project schedule shall be updated monthly and shall be reviewed at each progress meeting. CONTRACTOR shall provide the following information in written form at each meeting.
 - 1. Construction progress, including:
 - a. Activities completed this reporting period.
 - b. Activities in progress this reporting period.
 - c. Activities scheduled to commence this reporting period.
 - 2. Description of problem areas.
 - 3. Current and anticipated delays.
 - a. Cause of the delay.
 - b. Corrective action and schedule adjustments to correct the delay.
 - c. Impact of the delay on other activities, on milestones, and on completion dates.
 - 4. Changes in construction sequence.
- D. ENGINEER will prepare and distribute minutes to all attending parties.

PART 2-PRODUCTS

NOT APPLICABLE

PART 3-EXECUTION

NOT APPLICABLE

END OF SECTION

SECTION 01045

CUTTING, PATCHING, AND ALTERATIONS

PART 1-GENERAL

1.01 SUMMARY

- A. Work Included: CONTRACTOR shall be responsible for all cutting, fitting, patching, and other alterations required to complete the Work as specified herein or to:
1. Make its several parts fit together properly.
 2. Uncover portions of the Work to install improperly sequenced Work.
 3. Remove and replace defective Work.
 4. Remove and replace Work not conforming to requirements of the Contract Documents.
 5. Remove samples of installed Work as specified for testing.
 6. Provide penetrations of surfaces for installation of piping and electrical conduit.
 7. Rehabilitate or renovate existing spaces.

1.02 REFERENCES

- A. ANSI A10 Safety Requirements for Construction and Demolition.

1.03 QUALITY ASSURANCE

- A. CONTRACTOR shall perform all cutting, patching, and alterations in strict accordance with pertinent requirements of these Specifications.
- B. Except as modified by governing codes, CONTRACTOR shall comply with the applicable provision and recommendations of ANSI A10.

1.04 SUBMITTALS

- A. CONTRACTOR shall submit a written request to OWNER well in advance of executing any cutting or alteration which affects the following:
1. Work of OWNER or any separate contractor.
 2. Structural value or integrity of any element of the Project.
 3. Integrity or effectiveness of weather-exposed or moisture-resistant elements or systems.
 4. Efficiency, operational life, maintenance, or safety of operational elements.
 5. Visual qualities of sight-exposed elements.
- B. The request shall include:
1. Description of affected work.
 2. The necessity for cutting, patching, or alteration.
 3. Effect on work of OWNER or any separate contractor, or on the structural or weather-proof integrity of the Project.
 4. Description of proposed work to include:
 - a. Scope of cutting, patching, or alteration.
 - b. Trades who will execute the work.
 - c. Products proposed to be used.
 - d. Extent of refinishing to be done.

5. Alternatives to cutting and patching.
 6. Written permission of any separate contractor whose work will be affected.
- C. Submit written notice to OWNER designating the date and the time the Work will be uncovered or executed.

1.05 SCHEDULING AND COORDINATION

- A. All work under this section shall be coordinated with OWNER's work forces and those of other contractors and shall be accomplished at times acceptable to OWNER.
- B. Before starting any work relating to existing utilities (electrical, sewer, water, heat, gas, fire lines, etc.) that will temporarily discontinue or disrupt service to the existing pump station, notify ENGINEER and OWNER 72 hours in advance and obtain OWNER's approval before proceeding with this phase of the work. Temporary facilities, if required, shall be in place prior to disruption of service.

PART 2--PRODUCTS

2.01 NEW MATERIALS

- A. For replacement of work removed, CONTRACTOR shall use materials which comply with the pertinent sections of these Specifications.
- B. All new materials for patching and extending work shall match existing products and work.
- C. CONTRACTOR shall determine type and quality of existing products by inspection and any necessary testing, and workmanship by use of existing as the standard.

2.02 SALVAGEABLE MATERIAL

- A. Materials or items designated to be reinstalled or to become the property of OWNER shall be as specified or as shown on the Drawings.
- B. CONTRACTOR shall remove such items with care under the supervision of the trade responsible for reinstallation.
- C. CONTRACTOR shall store these materials (off-site if necessary) and protect from damage until they are incorporated into the new work.
- D. Items which are not to be reinstalled but are to become the property of OWNER shall be removed by CONTRACTOR with care, cleaned, and stored in a location at the Site to be approved by OWNER.
- E. Materials or items damaged in its removal shall be replaced by CONTRACTOR with similar new material at no additional cost to OWNER.

2.03 UNSALVAGEABLE MATERIALS

- A. Materials or items demolished and not designated to become the property of OWNER or not designated to be reinstalled shall become the property of CONTRACTOR and shall be removed from the site and legally and properly disposed of by CONTRACTOR.

- B. Materials shall be removed by CONTRACTOR in a manner that will avoid damage to materials or equipment to remain.

PART 3-EXECUTION

3.01 INSPECTION

- A. CONTRACTOR shall inspect existing conditions including elements subject to movement or damage during cutting, patching, and other alterations.
- B. After uncovering the work, CONTRACTOR shall inspect conditions affecting installation of new products or performance of new work.
- C. CONTRACTOR shall report unsatisfactory or questionable conditions to ENGINEER in writing.
- D. CONTRACTOR shall not proceed with work until unsatisfactory or questionable conditions are resolved.
- E. Beginning of cutting, patching, and alterations work means acceptance of existing conditions by CONTRACTOR.

3.02 PREPARATION AND PROTECTION

- A. CONTRACTOR shall provide temporary bracing, shoring, needling, and support of the structure during alterations work as necessary to prevent collapse, settling, or deflection and to protect persons and property from injury or damage.
- B. Temporary supports must adequately carry all existing and imposed load.
- C. CONTRACTOR shall provide and maintain temporary protection of surface finishes, equipment, and adjacent work designated to remain where demolition, removal, and new work is being done, connections are being made, materials are being handled, or equipment is being removed.
- D. CONTRACTOR shall provide adequate fire protection in accordance with local Fire Department requirements.
- E. CONTRACTOR shall provide waterproofing, weather protection, heat, and other facilities for that portion of the work which may be exposed by cutting and patching, demolition, or other alterations.
- F. CONTRACTOR shall cut, move, or remove items as necessary for access to alterations and renovations work and replace and restore at completion of work.
- G. CONTRACTOR shall be responsible for any damage to the existing structure or its contents directly or indirectly by its crews or those of its subcontractors.

3.03 PERFORMANCE

- A. CONTRACTOR shall accomplish all work of cutting, removal, demolition, patching or other alterations using only persons skilled in the appropriate trade.
- B. CONTRACTOR shall execute the work in a careful and orderly manner.
- C. CONTRACTOR shall execute cutting and demolition by methods which will prevent damage to other work, and will provide proper surfaces to receive installation of repairs.
- D. CONTRACTOR shall execute fitting and adjustment of products to provide a finished installation to comply with specified products, functions, tolerances, and finishes.
- E. CONTRACTOR shall fit work airtight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- F. CONTRACTOR shall thoroughly clean and prepare all surfaces to receive new finish or covering to completely remove all dirt, dust, grease, oil, paint, loose materials, and soil.
- G. CONTRACTOR shall refinish entire surface as necessary to provide an even finish to match adjacent finishes:
 - 1. For continuous surfaces, refinish to nearest intersection.
 - 2. For an assembly, refinish entire unit.

3.04 DEMOLITION, CUTTING, AND REMOVAL

- A. Cutting and removal of construction shall be performed by CONTRACTOR so as not to cut or remove more than is necessary and so as not to damage adjacent work.
- B. CONTRACTOR shall cut out embedded anchorages and attachment items as required to properly provide for patching and repair of the respective finishes.
- C. CONTRACTOR shall not cut structural work in a manner resulting in a reduction of load-carrying capacity or load/deflection ratio.
- D. CONTRACTOR shall not cut operational elements and safety components in a manner resulting in decreased performance, shortened useful life, or increased maintenance.
- E. CONTRACTOR shall not cut work exposed to view (exterior or interior) in a manner resulting in noticeable reduction of visual qualities as determined by OWNER.
- F. Construction that is to remain which is loosened, cracked, or otherwise damaged or defaced as a result of careless cutting or demolition and is unsuitable for use intended shall be removed and replaced at no additional cost to OWNER.
- G. CONTRACTOR shall clean demolished areas and remove debris, waste, and rubbish from the building at the conclusion of each day's work.
- H. CONTRACTOR shall not let piled waste material endanger the structure.

3.05 PATCHING, EXTENDING, AND MATCHING

- A. Patching work shall conform to the standards of the Specifications where applicable and where not specified, work shall conform to the highest standards of the applicable trade.
- B. CONTRACTOR shall patch construction to match adjacent work unless noted otherwise.
- C. Patching or restoration shall be carried to natural breaks (e.g., corners) wherever possible.
- D. CONTRACTOR shall provide adequate support to substrate for patching finishes.
- E. Transitions:
 - 1. Where new work abuts or finishes flush with existing work, CONTRACTOR shall make the transition as smooth as possible.
 - 2. CONTRACTOR shall restore existing work that is damaged during patching operations to a condition equal to its construction at the time of the start of work.

3.06 UNANTICIPATED MECHANICAL AND ELECTRICAL WORK EXPOSED

- A. Removals, capping, or otherwise terminating services which are abandoned shall be accomplished without additional cost to OWNER.
- B. Relocation of services resulting from unanticipated conflicts of new and existing work in concealed spaces shall be paid for in accordance with the General Conditions.

END OF SECTION

SECTION 01060

REGULATORY REQUIREMENTS

PART 1-GENERAL

1.01 SUMMARY

- A. Work Included:
 - 1. OSHA requirements.
 - 2. Roadway limits.
 - 3. Permits.
 - 4. Wage rates.
 - 5. Recording and preserving historical and archaeological finds.

1.02 OSHA REQUIREMENTS

- A. All work including site safety, equipment, materials, and fabricated items provided under the Contract shall comply with the provisions of the "Occupational Safety and Health Act" (OSHA), the Kentucky Occupational Safety and Health Act (KYOSH), and all other applicable federal, state, county and local laws, ordinances, codes, the requirements set forth herein, and any regulations that may be specified in other parts of these Contract Documents. Where any of these are in conflict, the more stringent requirements shall be followed.
- B. The CONTRACTOR's failure to thoroughly familiarize itself with the aforementioned safety provisions shall not relieve CONTRACTOR from compliance with the obligations and penalties set forth therein.

1.03 ROADWAY LIMITS

- A. CONTRACTOR shall comply with roadway weight restrictions including seasonal weight restrictions.

1.04 PERMITS

- A. The following permit was obtained by OWNER: Kentucky Division of Water Construction Permit.
- B. The permit is included as an attachment to this division. CONTRACTOR shall comply with all provisions of this permit and shall be responsible for notifications as required by this permit. CONTRACTOR shall obtain all other permits required for the Work. Where the requirements of any permit is more restrictive than the Drawings or the Specifications, the permit requirements shall govern.

1.05 WAGE RATES

- A. A state wage rate determination is not a requirement of this project.

1.06 RECORDING AND PRESERVING HISTORICAL AND ARCHAEOLOGICAL FINDS

- A. In the event archaeological materials (arrowheads, stone tools, stone axes, prehistoric and historic pottery, bottles, foundations, Civil War artifacts, and other types of artifacts) are uncovered during the construction of the Project, Work is to immediately cease at the location and the Kentucky Heritage Council shall be contacted. The telephone number is (502) 564-7005. Construction shall not commence at this location until a written release is received from the Kentucky Heritage Council. Failure to report a find could result in legal action.

PART 2-PRODUCTS

NOT APPLICABLE

PART 3-EXECUTION

NOT APPLICABLE

END OF SECTION

SECTION 01090

REFERENCE STANDARDS AND DEFINITIONS

PART 1-GENERAL

1.01 SUMMARY

A. Work Included:

1. Reference Standards:

- a. Throughout the Contract Documents, reference is made to codes and standards which establish qualities and types of workmanship and materials, and which establish methods for workmanship and materials, and which establish methods for testing and reporting on the pertinent characteristics.
- b. Where materials or workmanship are required by these Contract Documents to meet or exceed the specifically named code or standard, it is CONTRACTOR's responsibility to provide materials and workmanship which meet or exceed that specifically named code or standard.
- c. It is also CONTRACTOR's responsibility, when so required by the Contract Documents, to deliver to ENGINEER all required proof that the material or workmanship, or both, meet or exceed the requirements of the specifically named code or standard.

2. Definitions:

- a. A substantial amount of specification language constitutes definitions for terms found in other Contract Documents, including the Drawings which must be recognized as diagrammatic in nature and not completely descriptive of requirements indicated thereon.
- b. Certain terms used in the Contract Documents are defined generally in this section to supplement definitions of the Agreement, General Conditions, Supplementary Conditions, and other general contract documents.
- c. Definitions and explanations of this section are not necessarily either complete or exclusive, but are general for the Work.

- B. Related Work Described Elsewhere: The specific naming of codes or standards occurs on the Drawings and in other sections of these Specifications.

1.02 QUALITY ASSURANCE

A. Familiarity with Pertinent Codes and Standards:

1. It is CONTRACTOR's responsibility to verify the requirements of the specifically named codes and standards and to verify that the items procured for use in this Work meet or exceed the specified requirements.
2. When required by individual sections of these specifications, CONTRACTOR shall obtain a copy of each pertinent code or standard and maintain the copies at the job site during submittals, planning, and progress of the Work until Substantial Completion of the Work is attained.

B. Overlapping or Conflicting Requirements:

1. Where compliance with two or more industry standards or sets of requirements are specified, and the overlapping of those standards or requirements establishes different or conflicting minimums or levels of quality, the most stringent requirement (which is

generally recognized to be also most costly) is intended and will be enforced, unless more detailed language written directly into Contract Documents clearly indicates that a less stringent requirement is acceptable.

2. Refer all uncertainties to ENGINEER for decision before proceeding.

1.03 REFERENCE STANDARDS

- A. Applicable standards of the construction industry are made a part of the Contract Documents by reference as if copied directly into the Contract Documents, or as if published copies were bound herewith. See Article 3.02 of the General Conditions for additional provisions regarding references.
- B. Standards referenced directly in the Contract Documents or by governing regulation, have precedence over nonreferenced standards which are recognized in industry for applicability to the Work.
- C. Nonreference standards are hereby defined to have no particular applicability to the work except as a general measurement of whether the Work complies with standards recognized in the construction industry.
- D. Reference standards and codes listed in these specifications may include, but are not necessarily limited to, standards or codes published by the following agencies and organizations:

1. AA Aluminum Association
1525 Wilson Boulevard, Arlington, VA 22209
2. AAMA American Architectural Manufacturer's Association
1827 Walden Office Square Suite 550, Schaumburg, IL 60173-4268
3. AASHTO American Association of State Highway & Transportation Officials
444 North Capitol Street NW Suite 249, Washington, DC 20001
4. ACI American Concrete Institute
38800 Country Club Drive, Farmington Hills, MI 48331-3439
5. AI Asphalt Institute
2696 Research Park Drive, Lexington, KY 40511-8480
6. AISC American Institute of Steel Construction
One East Wacker Drive Suite 700, Chicago, IL 60601-1802
7. AISI American Iron and Steel Institute
25 Massachusetts Avenue NW Suite 800, Washington, DC 20001
8. ANSI American National Standards Institute
25 West 43rd Street, New York, NY 10036
9. APA American Plywood Association
7011 South 19th, Tacoma, WA 98466-5333

10. API American Petroleum Institute
1220 L Street NW, Washington, DC 20005-4070
11. ARI Air-Conditioning & Refrigeration Institute
4100 North Fairfax Drive Suite 200, Arlington, VA 22203
12. ASHRAE American Society of Heating, Refrigerating, and Air Conditioning Engineers
1791 Tullie Circle NE, Atlanta, GA 30329
13. ASME American Society of Mechanical Engineers
Two Park Avenue, New York, NY 10016-5990
14. ASSE American Society of Sanitary Engineering
901 Canterbury Suite A, Westlake, OH 44145
15. ASTM ASTM International
100 Barr Harbor Drive, West Conshohocken, PA 19428-2959
16. AWI Architectural Woodwork Institute
46179 Westlake Drive Suite 120, Potomac Falls, VA 20165-5874
17. AWWA American Water Works Association
6666 West Quincy Avenue, Denver, CO 80235
18. AWS American Welding Society
8669 Doral Boulevard Suite 130, Doral, FL 33166
19. AWWA American Water Works Association
6666 West Quincy Avenue, Denver, CO 80235
20. BHMA Builder's Hardware Manufacturers Association
355 Lexington Avenue 15th floor, New York, NY 10017
21. BIA Brick Industry Association
1850 Centennial Park Drive Suite 301, Reston, VA 20191
22. CRSI Concrete Reinforcing Steel Institute
9333 North Plum Grove Road, Schaumburg, IL 60173
23. EJMA Expansion Joint Manufacturers Association
25 North Broadway, Tarrytown, NY 10591
24. FM FM Global
FM Global Corporate Offices, 270 Central Avenue, Johnston, RI 02919
25. FTI Facing Tile Institute
Box 8880, Canton, OH 44711

26. GA Gypsum Association
6525 Belcrest Road Suite 480, Hyattsville, MD 20782
27. GANA Glass Association of North America
800 SW Jackson Street Suite 1500, Topeka, KS 66612-1200
28. ICC International Code Council
500 New Jersey Avenue NW 6th Floor, Washington, DC 20001
29. IES Illuminating Engineering Society
120 Wall Street, Floor 17, New York, NY 10005-4001
30. MIL Military Specifications
Naval Publications and Forms Center
5801 Tabor Avenue, Philadelphia, PA 19120
31. NAAMM National Association of Architectural Metal Manufacturers
800 Roosevelt Road Building C Suite 312, Glen Ellyn, IL 60137
32. NCMA National Concrete Masonry Association
13750 Sunrise Valley Drive, Herndon, VA 20171-4662
33. NECA NECA
National Electrical Contractors Association
3 Bethesda Metro Center Suite 1100, Bethesda, MD 20814
34. NEMA National Electrical Manufacturers Association
1300 North 17th Street Suite 1752, Rosslyn, VA 22209
35. NFPA National Fire Protection Association
1 Batterymarch Park, Quincy, MA 02169-7471
36. NIST National Institute of Standards and Technology
(U.S. Department of Commerce), 100 Bureau Drive, Stop 1070
Gaithersburg, MD 20899-1070
37. NRCA National Roofing Contractors Association
10255 West Higgins Road Suite 600, Rosemont, IL 60018-5607
38. NSF National Sanitation Foundation International
P.O. Box 130140, 789 North Dixboro Road, Ann Arbor, MI 48113-0140
39. OSHA Occupational Safety & Health Administration
200 Constitution Avenue NW, Washington, DC 20210
40. PCA Portland Cement Association
5420 Old Orchard Road, Skokie, IL 60077
41. PCI Prestressed Concrete Institute
200 West Adams Street Suite 2100, Chicago, IL 60606

- 42. SAE Society of Automotive Engineers
SAE World Headquarters
400 Commonwealth Drive, Warrendale, PA 15096-0001
- 43. SDI Steel Deck Institute
P.O. Box 25, Fox River Grove, IL 60021
- 44. SDI Steel Door Institute
30200 Detroit Road, Westlake, OH 44145-1987
- 45. SIGMA Sealed Insulating Glass Manufacturers Assoc.
401 North Michigan Avenue Suite 2400, Chicago, IL 60611
- 46. SJI Steel Joist Institute
234 Cheves Street, Florence, SC 29501
- 47. SMACNA Sheet Metal and Air Conditioning
Contractor's National Association
4201 Lafayette Center Drive, Chantilly, VA 20151-1219
- 48. SSPC Society for Protective Coatings
40 24th Street 6th Floor, Pittsburgh, PA 15222-4656
- 49. TCA Tile Council of America
100 Clemson Research Boulevard, Anderson, SC 29625
- 50. UL Underwriters Laboratories
333 Pfingston Road; Northbrook, IL 60062

1.04 SUBMITTALS

- A. For OWNER's records, CONTRACTOR shall submit copies of permits, licenses, certifications, inspection reports, and similar documents, correspondence and records established in conjunction with compliance with standards and regulations bearing upon performance of the Work.

1.05 DEFINITIONS

- A. Indicated:
 - 1. The term "indicated" is a cross-reference to details, notes, or schedules on the drawings, to other paragraphs or schedules in the specifications and to similar means of recording requirements in the Contract Documents.
 - 2. Where terms such as "shown," "noted," "scheduled," and "specified" are used in lieu of "indicated", it is for the purpose of helping the reader locate cross-reference, and no limitation is intended except as specifically noted.
- B. Approve (or Words of Similar Nature):
 - 1. Where used in conjunction with ENGINEER's response to submittals, requests, applications, inquiries, reports, and claims by CONTRACTOR, the meaning of the term "approve" will be held to the limitation of ENGINEER's responsibilities and duties as specified in Paragraph 1.02.B.1. of the General Conditions.

2. In no case will "approval" by ENGINEER be interpreted as a release of CONTRACTOR from responsibility to fulfill requirements of the Contract Documents.

C. Minimum Requirements:

1. Indicated requirements are for a specific minimum acceptable level of quality or quantity, as recognized in the industry.
2. Actual work must comply with (or within specified tolerances) or exceed minimums.
3. CONTRACTOR shall refer uncertainties to ENGINEER before proceeding.

D. Abbreviations: Abbreviations, where not defined in the Contract Documents, will be interpreted to mean the normal construction industry terminology.

PART 2-PRODUCTS

NOT APPLICABLE

PART 3-EXECUTION

NOT APPLICABLE

END OF SECTION

SECTION 01300

SUBMITTALS

PART 1-GENERAL

1.01 SUMMARY

- A. Work Included:
1. Whenever possible throughout the Contract Documents, the minimum acceptable quality of workmanship and materials has been defined either by manufacturer's name and catalog number or by reference to recognized industry standards.
 2. To facilitate CONTRACTOR's understanding of the design intent, procedures have been established for advance submittal of design data and for its review or rejection by ENGINEER.
 3. The type of submittal requirements specified in this section include progress schedule, shop drawings, product data, samples, and other miscellaneous work related submittals.
- B. Related work described elsewhere: More detailed requirements for submittals are described in other sections of these specifications for some materials and equipment. They are to be considered additional requirements to supplement the requirements specified in this section. Submittals shall conform to Article 6 of the General Conditions.
- C. Definitions: "Electronic Submittal" is defined as any submittal transmitted electronically to ENGINEER for review.

1.02 IDENTIFICATION OF SUBMITTALS

- A. CONTRACTOR shall completely identify each submittal and resubmittal by showing at least the following information:
1. Name and address of submitter, plus name and telephone number of the individual who may be contacted for further information.
 2. Name and location of project and identification number.
 3. Drawing number and specifications section number to which the submittal applies.
 4. Include the date of each submittal or resubmittal.

1.03 GROUPING OF SUBMITTALS

- A. Unless otherwise specifically permitted by ENGINEER, CONTRACTOR shall make all submittals in groups containing all associated items so that information is available for checking each item when it is received.
- B. Partial submittals may be rejected as not complying with the provisions of the Contract Documents.

1.04 TIMING OF SUBMITTALS

- A. CONTRACTOR shall make all submittals far enough in advance of scheduled dates of installation to provide required time for reviews, for securing necessary approval, for possible revision and resubmittal, and for placing orders and securing delivery.

- B. The review period for submittals that are received after 3 P.M. shall commence on the following business day.

1.05 CONSTRUCTION PROGRESS SCHEDULE

- A. Submit initial schedule in duplicate within 10 days after date of OWNER-CONTRACTOR Agreement.
- B. Revise and resubmit as required.
- C. Submit revised schedules with each Application for Payment, identifying changes since previous version.
- D. Submit a horizontal bar chart with separate line for each major portion of Work or operation, identifying first workday of each week.
- E. Show complete sequence of construction by activity, identifying Work of separate stages and other logically grouped activities. Indicate the early and late start, early and late finish, float dates, and duration.
- F. Indicate estimated percentage of completion for each item of Work at each submission.
- G. Indicate submittal dates required for shop drawings, product data, samples, and product delivery dates.

1.06 SHOP DRAWINGS

- A. Shop drawings shall include specially prepared technical data for this project including drawings, diagrams, performance curves, data sheets, schedules, templates, patterns, reports, calculations, instructions, measurements, and similar information not in standard printed form for general application to a range of similar projects. Shop drawings shall be submitted for all manufactured or fabricated items. See individual technical sections for special requirements.
- B. CONTRACTOR shall make all shop drawings accurately to scale and sufficiently large to show all pertinent aspects of the item and its method of connection to the work.
- C. Shop drawings shall be checked, approved, and stamped by CONTRACTOR in accordance with the General Conditions before transmittal to ENGINEER for review and approval.
- D. Complete shop drawings and descriptive data shall be submitted on all manufactured or fabricated items prior to 25% completion of the Work. Applications for payment beyond 25% of the Contract amount will not be recommended for payment until all shop drawings are submitted, including the required hard copies, or a revised schedule for any remaining submittals is agreed to by OWNER and ENGINEER.
- E. CONTRACTOR shall submit shop drawings following the procedure described below. Except as noted, six color copies of shop drawings and descriptive data shall be submitted to ENGINEER for approval. Three copies of these will be returned to CONTRACTOR if approved. If shop drawings are not approved or if they are stamped "Approved as Noted-Resubmit," two corrected copies will be returned to CONTRACTOR for use in resubmittal. If CONTRACTOR desires more/less than three approved copies, submitted quantity shall be increased/decreased accordingly.

- F. Hard copy shop drawings shall be submitted in 3-ring binders or 3-tab report covers.
- G. Shop drawings submitted to ENGINEER will be reviewed and stamped "Approved," "Approved as Noted," "Approved as Noted-Resubmit," or "Not Approved." CONTRACTOR shall resubmit the above number of corrected shop drawings for all shop drawings stamped "Approved as Noted-Resubmit" and "Not Approved" and will continue this process until shop drawings are stamped "Approved" or "Approved as Noted." If drawings are stamped "Approved as Noted-Resubmit," fabrication may proceed in accordance with the marked-up shop drawings. Installation shall not proceed until shop drawings have been resubmitted and stamped "Approved" or "Approved as Noted."
- H. If shop drawings are stamped "Approved as Noted" or "Approved as Noted-Resubmit" and CONTRACTOR does not agree with revisions or cannot conform with revisions, fabrication shall not proceed and shop drawings shall be resubmitted with explanation of CONTRACTOR's position.
- I. All shop drawings used for construction site activities shall bear the "Approved" or "Approved as Noted" stamp of ENGINEER.
- J. Arrangements may be made between CONTRACTOR and ENGINEER to provide additional copies of "Approved" shop drawings for field activity purposes.
- K. Shop drawings shall include verification that the item meets applicable codes and standards such as NFPA 30, ASTM, OSHA, and others.

1.07 PRODUCT DATA

- A. CONTRACTOR shall provide product data as required to supplement shop drawings.
- B. Product data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by CONTRACTOR to illustrate a material, product, or system for some portion of the work.
- C. CONTRACTOR shall collect required product data into one submittal for each unit of work or system.
- D. CONTRACTOR shall include manufacturer's standard printed recommendations for application and use, compliance with standards, performance characteristics, wiring and piping diagrams and controls, component parts, finishes, dimensions, required clearances, and other special coordination requirements.
- E. CONTRACTOR shall mark each copy of standard printed data to identify pertinent products, models, options, and other data.
- F. CONTRACTOR shall supplement manufacturer's standard data to provide information unique to the work.

1.08 RESUBMISSION REQUIREMENTS

- A. Make any corrections or changes in the submittals required by ENGINEER.

- B. Shop Drawings and Product Data:
 - 1. Revise initial drawings or data and resubmit as specified for initial submittal.
 - 2. Itemize in a cover letter any changes which have been made other than those requested by ENGINEER.
- C. See SC-7.16 for additional information regarding resubmittals.

1.09 MANUFACTURER'S DIRECTIONS

- A. Manufactured articles, materials, and equipment shall be stored, commissioned, operated, applied, installed, connected, erected, used, cleaned, and conditioned as directed by the manufacturer, unless specified to the contrary.
- B. Wherever specifications call for work to be performed or materials to be installed in accordance with the manufacturer's printed instructions or directions, CONTRACTOR shall furnish copies as required for shop drawings of those instructions or directions to ENGINEER before installing the material or performing the work.

1.10 MAINTENANCE MANUAL

- A. Prior to 50% completion of the Contract or at a minimum of 45 days prior to the scheduled start-up date of any individual item of equipment, whichever is earlier, CONTRACTOR shall furnish to ENGINEER four complete copies of a maintenance manual for all equipment furnished. Applications for payment beyond 50% of the contract amount will not be recommended for payment until all maintenance manuals are submitted or a revised schedule for remaining maintenance manuals is agreed to by OWNER and ENGINEER.
- B. The manuals shall include manufacturer's instructions for maintenance and operation for each item of mechanical and electrical equipment. Manuals shall be specific for the equipment as installed; provide project specific inserts as required. Manuals shall contain: operation instructions, lubrication schedules, types and quantities, preventative maintenance program, spare parts list, parts lists, I.D. No. and exploded views, assembly instructions, parts supplier location, trouble shooting and startup procedures and, where applicable, test data and curves.
- C. All sheets have reduced dimensions as described for shop drawings, and shall be furnished in 3-ring binders or 3-tab report covers.

PART 2-PRODUCTS

NOT APPLICABLE

PART 3-EXECUTION

NOT APPLICABLE

END OF SECTION

SECTION 01400
QUALITY CONTROL

PART 1-GENERAL

1.01 SUMMARY

- A. Work Includes:
 - 1. Quality Assurance-Control of Installation.
 - 2. Tolerances.
 - 3. Manufacturers' Field Services and Reports.

1.02 QUALITY ASSURANCE-CONTROL OF INSTALLATION

- A. CONTRACTOR shall monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. CONTRACTOR shall comply with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, CONTRACTOR shall request clarification from ENGINEER before proceeding.
- D. CONTRACTOR shall comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Work shall be performed by persons qualified to produce workmanship of specified quality.
- F. CONTRACTOR shall secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.

1.03 TOLERANCES

- A. CONTRACTOR shall monitor tolerance control of installed products to produce acceptable work and shall not permit tolerances to accumulate.
- B. CONTRACTOR shall comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from ENGINEER before proceeding.
- C. CONTRACTOR shall adjust products to appropriate dimensions; position before securing products in place.

1.04 MANUFACTURERS' FIELD SERVICES AND REPORTS

- A. When specified in individual specification sections or when requested by ENGINEER, CONTRACTOR shall require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, and quality of workmanship.

- B. CONTRACTOR shall submit qualifications of observer to ENGINEER 30 days in advance of required observations.
- C. CONTRACTOR shall report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.
- D. CONTRACTOR shall submit report in duplicate within 30 days of observation to ENGINEER for information.

PART 2-PRODUCTS

NOT APPLICABLE

PART 3-EXECUTION

NOT APPLICABLE

END OF SECTION .

SECTION 01500

TEMPORARY FACILITIES

PART 1-GENERAL

1.01 SUMMARY

- A. Work Included:
 - 1. Temporary utilities.
 - 2. Temporary stairs and access.
 - 3. Temporary support facilities.
 - 4. Construction sign.
 - 5. Removal of temporary facilities.
- B. CONTRACTOR shall arrange for and provide temporary facilities as required for proper and expeditious prosecution of the Work.
- C. CONTRACTOR shall pay all costs, except as otherwise specified, until final acceptance of the Work unless OWNER makes arrangements for use of completed portions of the Work after substantial completion in accordance with the provisions of the General Conditions.
- D. CONTRACTOR shall make all temporary connections to utilities and services in locations acceptable to OWNER and local authorities having appropriate jurisdiction.
 - 1. Furnish all necessary labor and materials.
 - 2. Make all installations in a manner subject to the acceptance of such authorities and OWNER.
 - 3. Maintain such connections.
 - 4. Remove temporary installation and connection when no longer required.
 - 5. Restore services and sources of supply to proper operating conditions.

1.02 TEMPORARY UTILITIES

- A. Temporary Toilets: CONTRACTOR shall provide and maintain sanitary temporary chemical toilets located where approved by OWNER and in sufficient number required for the work force employed by CONTRACTOR.
- B. Temporary Electrical Services:
 - 1. CONTRACTOR shall make all necessary arrangements, furnish, install, and maintain necessary temporary electrical services at the Site. CONTRACTOR shall remove all temporary services when Project is complete.
 - 2. All utility charges for installation of the temporary services shall be paid for by CONTRACTOR. All metering installation charges and all energy charges for electric current used for temporary lighting and power are to be paid by CONTRACTOR.
 - 3. No permanent electrical equipment or wiring shall be used without express written permission of OWNER. Such approval, if given, shall not affect guarantee period. If OWNER authorizes use of permanent service facilities, CONTRACTOR shall pay all metering costs until acceptance or occupancy (whichever occurs first) of building by OWNER.

- C. Weather Protection and Temporary Heat: CONTRACTOR shall provide weather protection to protect the Work from damage because of freezing, rain, snow, and other inclement weather.
- D. Temporary Water: CONTRACTOR shall supply its own water during construction. CONTRACTOR shall also provide its own piping, valves, and appurtenances for its requirements. Connection to the existing water system shall be coordinated with OWNER and shall meet all code requirements including disinfection and backflow prevention.
- E. Temporary Fire Protection: CONTRACTOR and Subcontractor(s) who maintain or provide an enclosed shed or trailer shall provide and maintain in operating order in each shed or trailer a minimum of one fire extinguisher. More extinguishers shall be provided as necessary. Fire extinguishers shall be minimum dry chemical, nonfreezing-type, UL rating 2A-30BC, with 10-pound capacity for Class A, B, and C fires.
- F. CONTRACTOR's and Subcontractor(s)' personnel shall refrain from smoking during excavation, laying pipe, backfilling, and other work at the Site which may involve potential contact with explosive vapors or gasoline products.

1.03 TEMPORARY STAIRS AND ACCESS

- A. CONTRACTOR shall provide and maintain all equipment such as temporary stairs, ladders, ramps, runways, chutes, and so on as required for proper execution of the Work. CONTRACTOR shall be responsible for providing its own scaffolds, hoists, etc.
- B. All such apparatus, equipment, and construction shall meet all requirements of OSHA, the labor laws, and other applicable State and local laws.
- C. Provide barricades at hazardous locations, complete with signs, temporary general lighting, warning lights, and similar devices as required.

1.04 TEMPORARY SUPPORT FACILITIES

- A. CONTRACTOR shall provide whatever facilities and services which may be needed to properly support primary construction process and meet compliance requirements and governing regulations.
- B. CONTRACTOR shall not use permanent facilities except as otherwise indicated, unless authorized by OWNER.

1.05 CONSTRUCTION SIGN

- A. Furnish and erect a construction sign to be maintained and kept in place until completion of the Contract.
- B. The sign shall be constructed by a professional sign painter per the sign layout as shown on the attached RD Drawing at the end of these Specifications.

1.06 REMOVAL OF TEMPORARY FACILITIES

- A. Remove temporary materials, equipment, services, and construction as soon as practicable but no later than just prior to substantial completion inspection.

- B. Clean and repair damage caused by installation or use of temporary facilities and restore existing facilities used during construction to specified, or to original, condition.

PART 2-PRODUCTS

NOT APPLICABLE

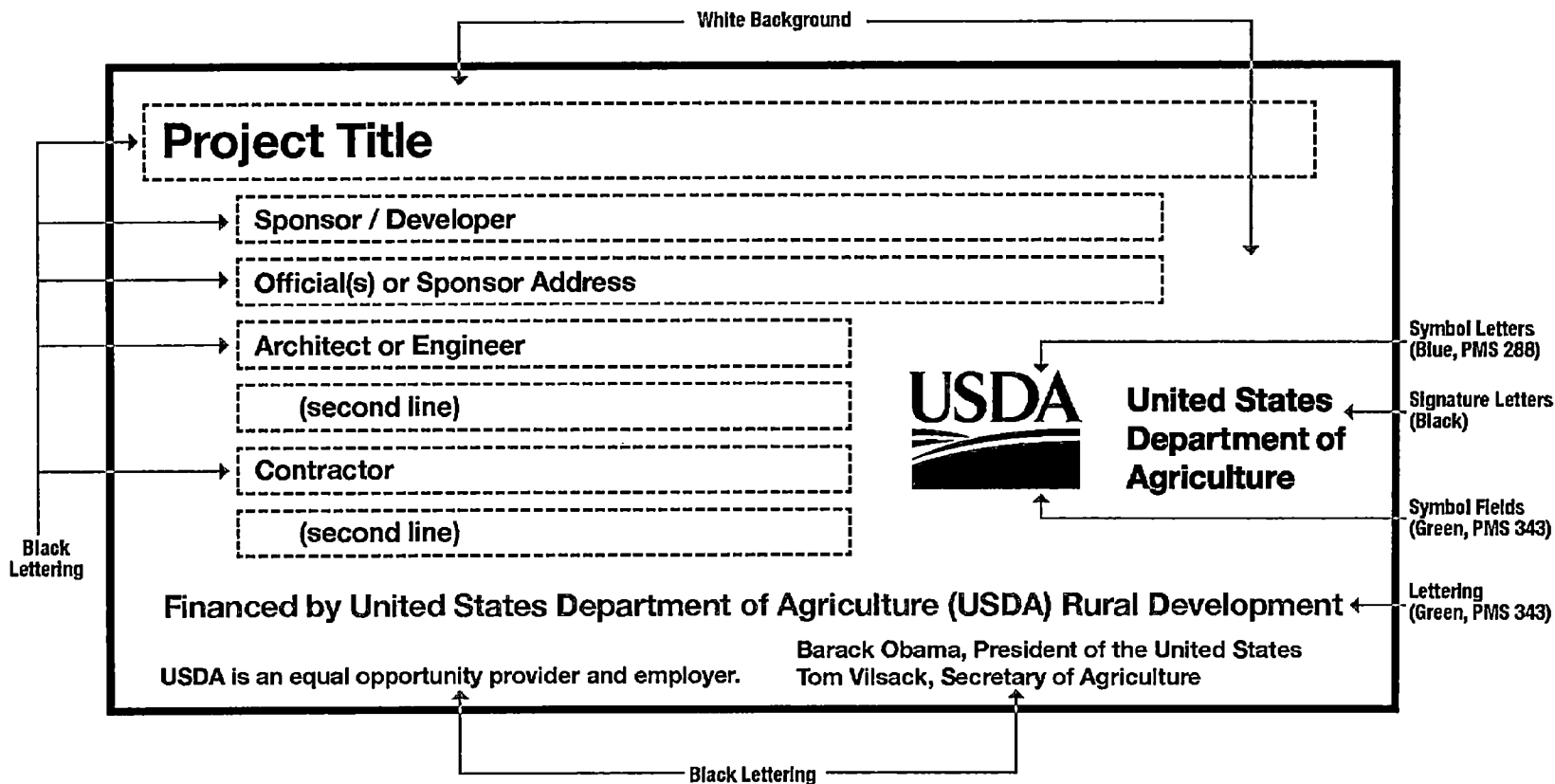
PART 3-EXECUTION

NOT APPLICABLE

END OF SECTION

TEMPORARY CONSTRUCTION SIGN FOR RURAL DEVELOPMENT PROJECTS

Section 01500-4
2360.174/2-2017



SIGN DIMENSIONS: 1200 mm x 2400 mm x 19 mm (approx. 4' x 8' x 3/4")
PLYWOOD PANEL (APA RATED A-B GRADE-EXTERIOR)

SECTION 01560

TEMPORARY CONTROLS

PART 1-GENERAL

1.01 SUMMARY

- A. Work Included:
 - 1. Dust Control.
 - 2. Water, Erosion, and Sediment Control.
 - 3. Traffic Control.
 - 4. Site Security.
 - 5. Daily Cleanup.

PART 2-PRODUCTS

NOT APPLICABLE

PART 3-EXECUTION

3.01 DUST CONTROL

- A. CONTRACTOR shall execute the Work by methods to minimize raising dust from construction operations.

3.02 WATER, EROSION, AND SEDIMENT CONTROL

- A. CONTRACTOR shall grade site to drain and shall maintain excavations free of water. Provide, operate, and maintain pumping equipment.
- B. CONTRACTOR shall protect Site from puddling or running water.
- C. CONTRACTOR shall provide erosion control measures as necessary to control discharge of sediment laden water to surface waters and wetlands.
- D. Except as provided for in the document, overland discharge of water from dewatering operations shall not be allowed. Depending on water quality, such water shall either be piped directly to the surface water or shall be directed to sedimentation basins or other such structures or features prior to discharge to surface waters so as not to cause damage to existing ground and improvements, erosion, or deposition in the discharge area.
- E. CONTRACTOR shall use jute or synthetic netting, silt fences, straw bales, dikes, channels, and other applicable measures to prevent erosion of soils disturbed by its construction operation.
- F. Restoration of the Site shall proceed concurrently with the construction operation. See Drawings and Specifications for erosion control measures in addition to that which may be required above.

- G. Erosion control measures shall comply with the following document: Kentucky's Best Management Practices for Construction Activities.

3.03 TRAFFIC CONTROL

- A. CONTRACTOR shall be responsible for providing all signs, barricades, flagmen and other traffic control devices in the construction zone.
- B. CONTRACTOR shall be responsible for providing all signs, barricades, flagmen and other traffic control devices in the construction zone. All traffic control measures shall meet the requirements Manual on Uniform Traffic Control Devices for Streets and Highways, Latest Edition.
- C. Do not close or obstruct roadways without approval of County.
- D. Maintain two-way traffic on streets at all times.
- E. Conduct operations with minimum interference to roadways.

3.04 SITE SECURITY

- A. CONTRACTOR shall have the sole responsibility of safeguarding the Site perimeter to prevent unauthorized entry to the Site throughout the duration of the Project. CONTRACTOR shall at all times provide such permanent and temporary fencing or barricades or other measures as may be necessary to restrict unauthorized entry to its construction area including construction in public rights-of-way or easements. Site security measures shall include safeguards against attractive nuisance hazards as a result of construction activity.
- B. CONTRACTOR shall at all times be responsible for the security of the Work including materials and equipment. OWNER will not take any responsibility for missing or damaged equipment, tools, or personal belongings. CONTRACTOR shall have the sole responsibility of safeguarding the Work and the Site throughout the duration of the Project.

3.05 DAILY CLEANUP

- A. CONTRACTOR shall clean up the Site and remove all rubbish on a daily basis.
- B. CONTRACTOR shall clean up public streets and highways and remove any dirt, mud or other materials due to project traffic on daily basis and shall comply with all local and state ordinances and permit requirements.

END OF SECTION

SECTION 01590

FIELD OFFICES AND SHEDS

PART 1-GENERAL

1.01 SUMMARY

- A. Work Included:
 - 1. Materials, equipment, and furnishings.
 - 2. Construction.
 - 3. Environmental control.
 - 4. CONTRACTOR office and facilities.
 - 5. Storage areas and sheds.
 - 6. Preparation.
 - 7. Removal.

PART 2-PRODUCTS

2.01 MATERIALS, EQUIPMENT, AND FURNISHINGS

- A. Materials, equipment and furnishings shall be serviceable, new or used, and adequate for required purpose.

2.02 CONSTRUCTION

- A. Portable or mobile buildings, or buildings shall be constructed with floors raised above ground, securely fixed to foundations, with steps and landings at entrance doors.
- B. CONTRACTOR shall provide structurally sound, secure, weathertight enclosures for office and storage spaces.
- C. Temperature transmission resistance of floors, walls, and ceilings shall be compatible with occupancy and storage requirements.
- D. Exterior materials shall be weather resistant.
- E. Interior materials in offices shall consist of sheet type materials for walls and ceilings, pre-finished or painted; resilient floors and bases.
- F. Lighting for offices shall be 50-foot candles minimum at desk top height, with exterior lighting at entrance doors.
- G. Provide appropriate type fire extinguisher at each office and each storage area.
- H. Interior materials in storage sheds shall be as required to provide specified conditions for storage of products.

2.03 ENVIRONMENTAL CONTROL

- A. Heating and ventilation for storage spaces shall be as needed to maintain products in accordance with Contract Documents and to provide adequate lighting for maintenance and observation of products.

2.04 CONTRACTOR OFFICE AND FACILITIES

- A. CONTRACTOR shall provide facilities to meet CONTRACTOR's needs.

2.05 STORAGE AREAS AND SHEDS

- A. Provide storage areas and sheds of size to meet storage requirements for products of individual sections, allowing for access and orderly provision for maintenance and for observation of products to meet requirements of Section 01600–Materials and Equipment.

PART 3–EXECUTION

3.01 PREPARATION

- A. CONTRACTOR shall fill and grade sites for temporary structures to provide drainage away from buildings.

3.02 REMOVAL

- A. Upon final acceptance and completion of the Work, CONTRACTOR shall remove field offices, foundations, utility services, and debris, and shall restore areas.

END OF SECTION

SECTION 01600

MATERIALS AND EQUIPMENT

PART 1-GENERAL

1.01 SUMMARY

- A. Work Included: CONTRACTOR shall be responsible for the delivery, handling, storage and protection of all material and equipment required to complete the Work as specified herein.
- B. Related Sections and Divisions: Specific requirements for the handling and storage of material and equipment are described in other sections of these Specifications.

1.02 PRODUCTS

- A. Components required to be supplied in quantity within a Specification section shall be the same, and shall be interchangeable.
- B. CONTRACTOR shall not use materials and equipment removed from existing construction, except as specifically required, or allowed, by the Contract Documents.
- C. When any construction deviations from the Drawings and/or Specifications necessary to accommodate equipment supplied by CONTRACTOR, result in additional costs to CONTRACTOR or other contractors, such additional costs shall be borne by CONTRACTOR. CONTRACTOR shall also pay any additional costs necessary for revisions of Drawings and/or Specifications by ENGINEER.
- D. Each major component of equipment shall bear a nameplate giving the name and address of the manufacturer and the catalogue number or designation.

1.03 TRANSPORTATION AND HANDLING

- A. Materials, products and equipment shall be properly containerized, packaged, boxed, and protected to prevent damage during transportation and handling.
- B. CONTRACTOR shall not overload any portion of the structure in the transporting or storage of materials.
- C. CONTRACTOR shall not damage other construction by careless transportation, handling, spillage, staining or impact of materials.
- D. CONTRACTOR shall provide equipment and personnel to handle products, including those provided by OWNER, by methods to prevent soiling and damage.
- E. CONTRACTOR shall provide additional protection during handling to prevent marring and otherwise damaging products, packaging, and surrounding surfaces.
- F. CONTRACTOR shall handle product by methods to avoid bending or overstressing. Lift large and heavy components only at designated lift points.

1.04 DELIVERY AND RECEIVING

- A. CONTRACTOR shall arrange deliveries of products in accordance with the Progress Schedule, allowing time for observation prior to installation.
- B. CONTRACTOR shall coordinate deliveries to avoid conflict with the Work and conditions at the Site; limitations on storage space; availability of personnel and handling equipment.
- C. CONTRACTOR shall deliver products in undamaged, dry condition, in original unopened containers or packaging with identifying labels intact and legible.
- D. CONTRACTOR shall clearly mark partial deliveries of component parts of equipment to identify equipment and contents to permit easy accumulation of parts and to facilitate assembly.
- E. Immediately on delivery, CONTRACTOR shall inspect shipment to assure:
 - 1. Product complies with requirements of Contract Documents and reviewed submittals.
 - 2. Quantities are correct.
 - 3. Accessories and installation hardware are correct.
 - 4. Containers and packages are intact and labels legible.
 - 5. Products are protected and undamaged.

1.05 STORAGE AND PROTECTION

- A. General:
 - 1. CONTRACTOR shall store products, immediately on delivery, in accordance with manufacturer's instructions, with all seals and labels intact and legible.
 - 2. Available storage space at the Site is limited. Any additional off-site space required shall be arranged by CONTRACTOR.
 - 3. CONTRACTOR shall allocate the available storage areas and coordinate their use by the trades on the job.
 - 4. CONTRACTOR shall arrange storage in a manner to provide access for maintenance of stored items and for observation.
- B. In enclosed storage, CONTRACTOR shall:
 - 1. Provide suitable temporary weather tight storage facilities as may be required for materials that will be damaged by storage in the open.
 - 2. Maintain temperature and humidity within ranges stated in manufacturer's instructions.
 - 3. Provide ventilation for sensitive products as required by manufacturer's instructions.
 - 4. Store unpacked and loose products on shelves, in bins, or in neat groups of like items.
 - 5. Store solid materials such as insulation, tile, mechanical and electrical equipment, fittings, and fixtures under shelter, in original packages, away from dampness and other hazards.
 - 6. Store liquid materials away from fire or intense heat and protect from freezing.
- C. At exterior storage, CONTRACTOR shall:
 - 1. Store unit materials such as concrete block, brick, steel, pipe, conduit, door frames, and lumber off ground, out of reach of dirt, water, mud and splashing.
 - 2. Store tools or equipment that carry dirt outside.
 - 3. Store large equipment so as not to damage the Work or present a fire hazard.

4. Cover products subject to discoloration or deterioration from exposure to the elements, with impervious sheet material and provide ventilation to avoid condensation.
5. Completely cover and protect any equipment or material which is prime coated or finish painted with secured plastic or cloth tarps. Store out of reach of dirt, water, mud and splashing.
6. Store loose granular materials on clean, solid surfaces such as pavement, or on rigid sheet materials, to prevent mixing with foreign matter.
7. Provide surface drainage to prevent erosion and ponding of water.
8. Prevent mixing of refuse or chemically injurious materials or liquids.
9. Cover aggregates such as sand and gravel in cold wet weather.
10. Remove all traces of piled bulk materials at completion of work and return site to original or indicated condition.

1.06 MAINTENANCE OF STORAGE

- A. CONTRACTOR shall periodically inspect stored products on a scheduled basis.
- B. CONTRACTOR shall verify that storage facilities comply with manufacturer's product storage requirements, and verify that manufacturer required environmental conditions are maintained continually.
- C. CONTRACTOR shall verify that surfaces of products exposed to the elements are not adversely affected and that any weathering of finishes is acceptable under requirements of Contract Documents.
- D. CONTRACTOR shall perform scheduled maintenance of equipment in storage as recommended by the manufacturer. A record of the maintenance shall be kept and turned over to ENGINEER when the equipment is installed.

1.07 INSTALLATION REQUIREMENTS

- A. Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned as directed by the respective manufacturers, unless otherwise specified.
- B. After installation, CONTRACTOR shall protect all materials and equipment against weather, dust, moisture, and mechanical damage.
- C. CONTRACTOR shall be responsible for all damages that occur in connection with the care and protection of all materials and equipment until completion and final acceptance of the Work by OWNER. Damaged material and equipment shall be immediately removed from the Site.

1.08 EQUIPMENT WARRANTIES

- A. Warranties shall be nonprorated, include all parts and labor, and be in written form. Warranties shall specifically exclude buyer's indemnification language. Warranty language shall not eliminate manufacturer's responsibility for sizing of the equipment. During warranty period, manufacturer shall be responsible for any travel expenses, outside contractor fees, and rental equipment fees associated with providing warranty service. Warranties shall not exclude normal wear items. Manufacturer shall pay expenses incurred

for repairs and parts replacement not made by manufacturer if manufacturer's response is not within 72 hours of notification by OWNER. Warranty language shall be provided with the shop drawings.

1.09 CONCRETE EQUIPMENT BASE

- A. Cast-in-place concrete equipment bases shall be provided for all new and relocated equipment including electrical control panels, motor control centers, switchgear, etc. Concrete equipment bases shall be provided by CONTRACTOR except where specifically noted to be provided by others. Bases shall be 3-1/2 inch minimum height and shall be a minimum of 3 inches larger than equipment being supported. Grouting of equipment bases shall be as recommended by equipment manufacturer.
- B. Concrete and grout shall meet applicable sections of the specifications.
- C. Provide all anchor bolts, metal shapes and templates to be cast in concrete or used to form concrete for support of equipment.

PART 2-PRODUCTS

NOT APPLICABLE

PART 3-EXECUTION

NOT APPLICABLE

END OF SECTION

SECTION 01650
STARTING OF SYSTEMS

PART 1-GENERAL

1.01 SUMMARY

- A. Work Included:
 - 1. General.
 - 2. Equipment and system installation.
 - 3. Starting equipment and systems.
 - 4. Demonstration, instructions, and operator training.
 - 5. Start-up and testing.
 - 6. Equipment systems requiring certification of proper installation.

- B. CONTRACTOR shall perform the Work described in the following subsections.

1.02 GENERAL

- A. The number of days for manufacturer's services stated in the Specifications shall be considered as the minimum number of days. Should additional time be required for services because of equipment malfunction or other problem, such time shall be at the expense of CONTRACTOR, with no change in Contract Price.

- B. "Days" specified shall consist of 8-hour days on-site, excluding travel time.

- C. CONTRACTOR shall designate and provide one person to be responsible for scheduling, coordinating, and expediting the specified services. Scheduling the services shall be done in cooperation with, and with the prior approval of ENGINEER and OWNER. Such schedule shall be arranged with the appropriate subcontractors, manufacturers, and suppliers with sufficient time to allow their compliance with the service requirements.

- D. CONTRACTOR shall manage equipment checkout such that checkout has been completed and deficiencies addressed prior to demonstration and training. Scheduling training prior to checkout may result in cancellation when checkout cannot be completed prior to training.

1.03 EQUIPMENT AND SYSTEM INSTALLATION

- A. Competent and experienced technical personnel shall represent the manufacturers of all equipment and systems for as many days as may be necessary to provide proper installation and to resolve assembly or installation problems at the site that are attributable to, or associated with, the equipment furnished. This requirement applies to manufacturers for all equipment furnished, whether or not specifically set forth in the Specifications.

- B. Where a manufacturer's certificate is called for in this Specification Section, the manufacturer's representative shall provide the attached certificate stating that the equipment or system has been installed in accordance with the manufacturer's instructions and has been inspected by a manufacturer's authorized representative, that it has been serviced with the proper initial lubricants, that applicable safety equipment has been properly installed, that the proper electrical and mechanical connections have been made, and that

any other manufacturer requirements have been met. This certification shall be provided to ENGINEER and OWNER prior to the start-up. This certificate is in addition to the manufacturer's standard startup reports, checklists, and other pertinent information.

- C. Functional (or run) testing is required for all equipment and systems. The manufacturer's representative shall supervise the functional test, which shall include checking for proper rotation, alignment, speed, excessive vibration, and noisy operation. The Manufacturer's Certificate of Proper Installation shall state that proper adjustments have been made and that the equipment or system is ready for start-up.
- D. Manufacturer shall demonstrate, using laser alignment equipment, if appropriate, that the installed equipment has been aligned properly. Final acceptance of equipment will not be granted until manufacturer has demonstrated to ENGINEER that acceptable alignment to tolerances have been achieved. For pumps with motors 7.5 hp and larger, the acceptable shaft alignment tolerances shall be as recommended in the pump manufacturer's written instructions and shall include parallel offset and angular gap measurements.

1.04 STARTING EQUIPMENT AND SYSTEMS

- A. Where field testing and start-up services are called for in the Specifications, or when technical assistance is necessary as a result of any malfunction of the equipment or system furnished, the manufacturer's representative shall provide such services.
- B. Manufacturer's representative shall also conduct and/or assist with performance testing, as required by the Specifications. These services shall continue until such times as the applicable equipment or system has been successfully tested for performance and has been accepted by OWNER for full-time operation.
- C. Coordinate schedule for start-up of various equipment and systems. Coordination includes, but is not limited to, communication with subcontractors, suppliers, OWNER, and ENGINEER. CONTRACTOR shall confirm that all necessary work is complete and that the equipment and systems can be operated in conjunction with all associated processes.
- D. Notify ENGINEER and OWNER a minimum of 7 days prior to start-up of each item.
- E. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, or for other conditions that may cause damage.
- F. Verify that tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer.
- G. Verify wiring and support components for equipment are complete and tested.
- H. Execute start-up under supervision of applicable manufacturer's representative and CONTRACTOR's personnel in accordance with manufacturers' instructions.
- I. Require manufacturer to provide authorized representative to be present at site to inspect, check, and approve equipment or system installation prior to start-up and to supervise placing equipment or system in operation.
- J. Equipment manufacturer shall provide a written report covering checkout, testing, inspections, and start-up and shall identify any deficiencies noted. Report shall be submitted

to ENGINEER. CONTRACTOR shall be responsible for correcting all deficiencies noted in report. In addition, CONTRACTOR shall submit a fully executed Certificate of Proper Installation form if required in Paragraph 3.01 of this section.

1.05 DEMONSTRATION, INSTRUCTIONS, AND OPERATOR TRAINING

- A. For all mechanical equipment and systems and where called for in the Specifications, provide a qualified technical representative to provide detailed instructions to OWNER's personnel for operation and maintenance of equipment and associated instrumentation. Training services shall include start-up on-site instruction, as stated in the Specifications.
- B. Refer to the Specifications for additional training requirements.
- C. CONTRACTOR shall coordinate the start-up training periods with OWNER's operating personnel and manufacturers' representatives.
 - 1. Schedule training dates and times with OWNER, that are acceptable to the OWNER. Normal hours available for training are between 8:30 A.M. to 3 P.M., Monday through Friday, except for holidays. Training expected to be approximately 2 hours.
 - 2. Provide name, contact information, and brief synopsis of qualifications of the trainer.
 - 3. Failure of supplier's or manufacturer's representative to appear for scheduled training, failure to notify OWNER 24 hours in advance of need to cancel scheduled training or failure to arrive within 30 minutes of start of scheduled training shall result in reimbursement to OWNER for time lost by OWNER's personnel in waiting for arrival of manufacturer's representative. Except in case of failure to arrive on time, time will not exceed 1 hour for each employee scheduled to receive training. Failure to arrive on time will be reimbursed by actual time late, up to 1 hour, after 1 hour, training will be rescheduled. CONTRACTOR shall reimburse OWNER via a change order.
 - 4. Utilize operation and maintenance manuals as basis for instruction. Review contents of manual with OWNER's personnel in detail to explain all aspects of operation and maintenance.
 - 5. Demonstrate start-up, operation, control, adjustment, troubleshooting, servicing, maintenance, and shutdown of each item of equipment.
 - 6. Prepare and insert additional data in operation and maintenance manuals when need for additional data becomes apparent during instruction.
- D. CONTRACTOR shall provide attached Certificate of Operator Training cosigned by OWNER and supplier's representative verifying training was accomplished to satisfaction of all parties.
- E. Operation and maintenance manual submitted in accordance with Section 01300-Submittals shall be provided prior to operator training.
- F. Final payment for various items of equipment will not be made by OWNER until the equipment is operating to OWNER's satisfaction.
- G. Where items of equipment are placed into service at different times or sequence, manufacturer's services for start-up, field testing, and supervision shall be provided for each time or sequence. Training shall be provided prior to or at the time the first similar item of equipment is placed in service.

1.06 START-UP AND TESTING

- A. Prior to acceptance of any portion of the Work, start-up and testing of all equipment and testing of all materials furnished on the Project by CONTRACTOR shall have been conducted in the presence of representatives of CONTRACTOR, OWNER, and ENGINEER and also manufacturer if requested by OWNER or ENGINEER.
- B. CONTRACTOR shall provide whatever temporary installations and conditions are necessary in order to perform start-up and testing operations on all equipment and materials furnished under the Contract. Temporary connections and equipment necessary during start-up and testing operations shall include, but not be limited to, temporary piping and electrical power and control equipment and devices, temporary connection from various parts of the systems and any other labor, materials, fuel, devices, or items that may be required for start-up and testing operations. Temporary conditions shall include filling with water, if necessary, to check equipment and materials.
- C. All temporary installations and conditions shall be removed by CONTRACTOR upon completion of start-up and testing.

PART 2-PRODUCTS

NOT APPLICABLE

PART 3-EXECUTION

3.01 EQUIPMENT SYSTEMS REQUIRING CERTIFICATION OF PROPER INSTALLATION.

- A. Equipment systems:
 - 1. 11211-Centrifugal Pumps.
 - 2. 16480-Motor Control.

END OF SECTION

TS No. _____

**EQUIPMENT START-UP AND O&M TRAINING SCHEDULING FORM
STRAND ASSOCIATES, INC.®**

PROJECT _____ CLIENT _____

CONTRACT _____

CONTRACTOR _____ Date: _____

The following equipment is scheduled for start-up on _____

EQUIPMENT NAME: _____ SPECIFICATION SECTION: _____

MANUFACTURER: _____ MINIMUM HOURS OF TRAINING: _____

DATE O&M MANUALS SUBMITTED: _____

Specification Section 01650 requires that start-up and operation and training be conducted by a qualified manufacturer's representative prior to placing equipment in operation. Review Specification Sections 01300 and 01400 and the individual equipment sections for start-up and training requirements. OWNER may find it necessary to propose alternate dates for training based on conflicts with other training and staff availability. The Operation and Maintenance Manuals must be submitted prior to training.

After the equipment or system has been properly installed and is functioning correctly, submit a written report in accordance with Specification Section 01400.

Submit the completed form to ENGINEER and OWNER at least 7 days prior to start-up and training.

Proposed Training Date: _____ Time of Training: _____

Factory-trained representative giving training:

Name(s): _____

Company: _____

Address: _____

Phone: _____

Fax: _____

E-mail: _____

CERTIFICATE OF PROPER INSTALLATION

Project _____

Equipment _____

Specification Section _____

Contract _____

I hereby certify the equipment supplier/manufacture has inspected this equipment and that it has been properly installed, adjusted, and calibrated. I further certify this equipment may now be operated for test purposes and/or normal use.

MANUFACTURER'S REPRESENTATIVE

Signature _____ Date _____

Name (print) _____

Title _____

Representing _____

CONTRACTOR

Signature _____ Date _____

Name (print) _____

Title _____

This form shall be completed and submitted to ENGINEER prior to OWNER training.

CERTIFICATE OF OPERATOR TRAINING

Project _____

Equipment _____

Specification Section _____

Contract _____

I hereby certify the equipment supplier/manufacturer has instructed OWNER's personnel in the start-up operation and maintenance of this equipment as required in the Specifications.

MANUFACTURER'S REPRESENTATIVE

Signature _____ Date _____

Name (print) _____

Title _____

Representing _____

CONTRACTOR

Signature _____ Date _____

Name (print) _____

Title _____

OWNER

I hereby certify that my operating personnel received instruction for start-up, operation, and maintenance of this equipment.

Signature _____ Date _____

Name (print) _____

Title _____

END OF SECTION

SECTION 01700
CONTRACT CLOSEOUT

PART 1-GENERAL

1.01 SUMMARY

- A. Work Included:
1. Closeout procedures.
 2. Final cleaning.
 3. Adjusting.
 4. Project record documents.
 5. Warranties.
 6. Spare parts and maintenance materials.

1.02 CLOSEOUT PROCEDURES

- A. CONTRACTOR shall provide submittals to ENGINEER that are required by governing or other authorities.
- B. CONTRACTOR shall comply with General Conditions and Supplementary Conditions and complete the following before requesting ENGINEER's observation of the Work, or designated portion thereof, for substantial completion.
1. Submit executed warranties, workmanship bonds, maintenance agreements, inspection certificates, and similar required documentation for specific units of Work, enabling OWNER's unrestricted occupancy and use.
 2. Submit record documentation, maintenance manuals, tools, spare parts, keys, and similar operational items.
 3. Submit consent of surety (if surety required in Contract).
 4. Complete final cleaning, touch-up work of marred surfaces, and remove temporary facilities and tools.

1.03 FINAL CLEANING

- A. It is CONTRACTOR's responsibility to completely clean up the inside and outside of all buildings and the construction site at the completion of the Work.
- B. In addition to the cleaning specified above and the more specific cleaning that may be required in various technical sections of the Specifications, CONTRACTOR shall prepare the Project for occupancy by a thorough cleaning throughout, which shall include the following:
1. Remove temporary labels, stains, and foreign substances.
 2. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.
 3. Replace filters of operating equipment.
 4. Clean debris from drainage systems.
 5. Clean site; sweep paved areas, rake clean landscaped surfaces.
 6. Remove waste and surplus materials, rubbish, and construction facilities from the Site.

1.04 ADJUSTING

- A. CONTRACTOR shall adjust operating products and equipment to ensure smooth and unhindered operation.

1.05 PROJECT RECORD DOCUMENTS

- A. CONTRACTOR shall maintain on Site, one set of the following record documents to record actual revisions to the Work:
 - 1. Drawings.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Change orders and other modifications to the Contract.
 - 5. Reviewed shop drawings, product data, and samples.
 - 6. Manufacturer's instruction for assembly, installation, and adjusting.
- B. CONTRACTOR shall ensure entries are complete and accurate, enabling future reference by OWNER.
- C. CONTRACTOR shall store record documents separate from documents used for construction.
- D. CONTRACTOR shall record information concurrent with construction progress.
- E. Specifications: CONTRACTOR shall legibly mark and record at each Product section description of actual products installed, including the following:
 - 1. Manufacturer's name and product model and number.
 - 2. Product substitutions or alternates utilized.
 - 3. Changes made by addenda and modifications.
- F. Record Drawings: CONTRACTOR shall legibly mark each item to record actual construction including:
 - 1. Measured depths of foundations in relation to finish floor datum.
 - 2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 - 3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the work.
 - 4. Field changes of dimension and detail.
 - 5. Details not on original Contract drawings.

1.06 WARRANTIES

- A. CONTRACTOR shall provide warranties beyond project one year warranty as required by technical sections and as follows.
- B. Submit warranty information as follows:
 - 1. Provide notarized copies.
 - 2. Execute and assemble transferable warranty documents from Subcontractors, suppliers, and manufacturers, and provide Table of Contents and assemble in three ring binder with durable cover.
 - 3. Submit with request for certificate of Substantial Completion.

4. For items of work delayed beyond date of Substantial Completion, provide updated submittal within 10 days after acceptance, listing date of acceptance as start of warranty period.

1.07 SPARE PARTS AND MAINTENANCE MATERIALS

- A. CONTRACTOR shall provide spare parts, maintenance, and extra materials in quantities specified in individual specification sections.

PART 2-PRODUCTS

NOT APPLICABLE

PART 3-EXECUTION

NOT APPLICABLE

END OF SECTION

PERMITS

MATTHEW G. BEVIN
GOVERNOR



CHARLES G. SNAVELY
SECRETARY

ENERGY AND ENVIRONMENT CABINET
DEPARTMENT FOR ENVIRONMENTAL PROTECTION

AARON B. KEATLEY
COMMISSIONER

300 SOWER BOULEVARD
FRANKFORT, KENTUCKY 40601

May 12, 2017

Mr. Mike D Sanford
Lake Village Water Association
801 Pleasant Hill Dr
Burgin, KY 40310

RE: Shakertown Pump Station Renovation
Mercer County, KY
Lake Village Water Association
AI #: 34028, APE20170001
PWSID #: 0840587-17-001

Dear Mr. Sanford:

We have reviewed the plans and specifications for the above referenced project. The plans include the renovation of the Shakertown Pump Station, upgrading piping and equipment and installing new pumps with variable frequency drives rated for 350 gpm at 168 feet TDH. This is to advise that plans and specifications for the above referenced project are APPROVED with respect to sanitary features of design, as of this date with the requirements contained in the attached construction permit.

If you have any questions concerning this project, please contact Mark Rasche at 502-782-6162.

Sincerely,

A handwritten signature in black ink that reads "Mark Rasche".

Mark Rasche, P.E.
Water Infrastructure Branch
Division of Water

MR
Enclosures
c: Strand Engineers
Mercer County Health Department
Division of Plumbing

Distribution-Major Construction

Lake Village Water Association

Facility Requirements

Activity ID No.:APE20170001

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PORT000000016 (Lake Village Water Association) Shakertown Pump Station Renovation:

Narrative Requirements:

Condition No.	Condition
T-1	Construction of this project shall not result in the water system's inability to supply consistent water service in compliance with 401 KAR 8:010 through 8:600. [401 KAR 8:100 Section 5]
T-2	The public water system shall not implement a change to the approved plans without the prior written approval of the cabinet. [401 KAR 8:100 Section 4(3)]
T-3	A proposed change to the approved plans affecting sanitary features of design shall be submitted to the cabinet for approval in accordance with Section 2 of this administrative regulation. [401 KAR 8:100 Section 4(2)]
T-4	During construction, a set of approved plans and specifications shall be available at the job site. Construction shall be performed in accordance with the approved plans and specifications. [401 KAR 8:100 Section 3(1)]
T-5	Unless construction begins within two (2) years from the date of approval of the final plans and specifications, the approval shall expire. [401 KAR 8:100 Section 3(3)]
T-6	Upon completion of construction, a professional engineer shall certify in writing that the project has been completed in accordance with the approved plans and specifications. [401 KAR 8:100 Section 4(1)]
T-7	The system shall be designed to maintain a minimum pressure of 20 psi at ground level at all points in the distribution system under all conditions of flow. [Recommended Standards for Water Works 8.2.1, Drinking Water General Design Criteria IV.1.a]
T-8	Pumping facilities shall be elevated to a minimum of three feet above the 100-year flood elevation, or three feet above the highest recorded flood elevation, whichever is higher, or protected to such elevations, [Recommended Standards for Water Works 6.1.1.a]
T-9	Pumping facilities shall be readily accessible at all times. [Recommended Standards for Water Works 6.1.1.b]
T-10	Pumping facilities shall be graded around the station so as to lead surface drainage away from the station. [Recommended Standards for Water Works 6.1.1.c]
T-11	Pumping facilities shall be protected to prevent vandalism and entrance by animals or unauthorized persons. [Recommended Standards for Water Works 6.1.1.d]
T-12	Raw and finished pump stations shall have adequate space for the installation of additional units if needed, and for the safe servicing of all equipment. [Recommended Standards for Water Works 6.2.a]
T-13	Raw and finished pump stations shall have floors that slope to a suitable drain. [Recommended Standards for Water Works 6.2.e]

Distribution-Major Construction

Lake Village Water Association

Facility Requirements

Activity ID No.:APE20170001

Page 2 of 4

PORT0000000016 (Lake Village Water Association) Shakertown Pump Station Renovation:

Narrative Requirements:

Condition No.	Condition
T-14	Raw and finished pump stations shall provide a suitable outlet for drainage from pump glands without discharging onto the floor. [Recommended Standards for Water Works 6.2.f]
T-15	At least two pumping units shall be provided. With any pump out of service, the remaining pump or pumps shall be capable of providing the maximum pumping demand of the system. [Recommended Standards for Water Works 6.3]
T-16	Pumps shall have ample capacity to supply the peak demand against the required distribution system pressure without dangerous overloading, [Recommended Standards for Water Works 6.3.a]
T-17	Pumps shall be driven by prime movers able to meet the maximum horsepower condition of the pumps. [Recommended Standards for Water Works 6.3.b]
T-18	Pumps shall be provided with readily available spare parts and tools. [Recommended Standards for Water Works 6.3.c]
T-19	Pump stations shall have indicating, totalizing, and recording metering of the total water pumped. [Recommended Standards for Water Works 6.6.3]
T-20	Each pump shall have a standard pressure gauge on its discharge line. [Recommended Standards for Water Works 6.6.3.a]
T-21	Each pump shall have a compound gauge on its suction line. [Recommended Standards for Water Works 6.6.3.b]
T-22	Where two or more pumps are installed, provision shall be made for alternation. [Recommended Standards for Water Works 6.6.5]
T-23	Provisions shall be made to prevent energizing the pump motor in the event of a backspin cycle. [Recommended Standards for Water Works 6.6.5]
T-24	Electrical controls shall be located above grade. [Recommended Standards for Water Works 6.6.5]
T-25	Equipment shall be provided or other arrangements made to prevent surge pressures from activating controls which switch on pumps or activate other equipment outside the normal design cycle of operation. [Recommended Standards for Water Works 6.6.5]
T-26	Pump stations shall have a power supply provided from at least two independent sources or a standby or an auxiliary source. [Recommended Standards for Water Works 6.6.6]

Distribution-Major Construction

Lake Village Water Association

Facility Requirements

Activity ID No.:APE20170001

Page 3 of 4

PORT000000016 (Lake Village Water Association) Shakertown Pump Station Renovation:

Narrative Requirements:

Condition No.	Condition
T-27	If standby power is provided by onsite generators or engines, the fuel storage and fuel line must be designed to protect the water supply from contamination. [Recommended Standards for Water Works 6.6.6]
T-28	All lubricants which come into contact with the potable water shall be certified for conformance to ANSI/NSF Standard 60. [Recommended Standards for Water Works 6.6.8]
T-29	Booster pumps stations shall have a bypass available. [Recommended Standards for Water Works 6.4.e]
T-30	Each booster pumping station shall contain not less than two pumps with capacities such that peak demand can be satisfied with the largest pump out of service. [Recommended Standards for Water Works 6.4.1]
T-31	All booster pumping stations shall be fitted with a flow rate indicating and totalizer meter. [Recommended Standards for Water Works 6.4.2]
T-32	Inline booster pumps shall be accessible for servicing and repairs. [Recommended Standards for Water Works 6.4.3]
T-33	Each pump must have an isolation valve on the intake and discharge side of the pump to permit satisfactory operation, maintenance and repair of the equipment. [Recommended Standards for Water Works 6.6.1]
T-34	Each pump shall have a positive acting check valve on the discharge side between the pump and the shut off valve. [Recommended Standards for Water Works 6.6.1]
T-35	Pump station piping shall be designed so that the friction losses will be minimized, not be subject to contamination, have watertight joints, be protected against surge or water hammer with suitable restraints when necessary, and be such that each pump has an individual suction line or the lines shall be manifolded that they will insure similar hydraulic and operating conditions. [Recommended Standards for Water Works 6.6.2]
T-36	Booster pumps taking suction from storage tanks shall be provided adequate net positive suction head. [Recommended Standards for Water Works 6.4.b]
T-37	Booster pumps shall controlled so that automatic shutoff or low pressure controllers maintain at least 20 psi in the suction line under all operating conditions. [Recommended Standards for Water Works 6.4.c]
T-38	Booster pumps taking suction from ground storage tanks shall be equipped with automatic shutoffs or low pressure controllers. [Recommended Standards for Water Works 6.4.c]

Distribution-Major Construction

Lake Village Water Association

Facility Requirements

Activity ID No.:APE20170001

PORT000000016 (Lake Village Water Association) Shakertown Pump Station Renovation:

Narrative Requirements:

Condition No.	Condition
T-39	All automatic pump stations should be provided with automatic signaling apparatus which will report when the station is out of service. [Recommended Standards for Water Works 6.5]
T-40	All remote controlled stations shall be electrically operated and controlled and shall have signaling apparatus of proven performance. [Recommended Standards for Water Works 6.5]
T-41	Raw and finished pump stations shall have underground structure waterproofed. [Recommended Standards for Water Works 6.2.d]

SECTION 02050

DEMOLITION

PART 1-GENERAL

1.01 SUMMARY

- A. Work Included: All demolition, removal, and salvage work as shown on the drawings or specified herein.
- B. Related Sections and Divisions: Applicable provisions of Division 1 shall govern work in this section.

1.02 SUBMITTALS

- A. CONTRACTOR shall submit permits and notices, if required, authorizing building demolition.

1.03 QUALITY ASSURANCE

- A. CONTRACTOR shall perform demolition, removal, and salvage in conformity with applicable federal, state, and local safety practices and code requirements.
- B. CONTRACTOR shall contact all public utilities and shall shut off, cut and cap all utility services in accordance with utility requirements, codes, rules and regulations.
- C. Obtain and pay for all necessary permits, licenses and certificates required.

1.04 SEQUENCE

- A. No demolition, removal, or salvage work shall commence until approval to proceed has been granted by OWNER. This approval shall be granted when all major equipment is on site. Such work shall be completed in accordance with the construction sequence included in Division 1 of these specifications and in accordance with the construction phases of this project and work to be done by other contractors.

PART 2-PRODUCTS

2.01 GENERAL

- A. Pipe fittings and materials shall meet the requirements of Section 15040-Piping and Appurtenances.

PART 3-EXECUTION

3.01 BREAKING DOWN AND REMOVING STRUCTURES

A. General:

1. All existing structures, with all attached parts and connections, shown on the drawings or specified to be removed, or that interfere with the new construction, shall be entirely removed within the limits shown or specified, unless otherwise provided.
2. When a portion of an existing structure is to be retained, CONTRACTOR shall take care during construction operations so as not to impair the value of the retained portion.
 - a. Complete all operations necessary for the removal of any existing structure which might endanger the new construction prior to the construction of the new work.
 - b. Do not use any equipment or devices which might damage structures, facilities, or property which are to be preserved and retained.
3. When existing reinforcing is exposed at the surface of removal areas, CONTRACTOR shall burn back the reinforcing bars 2 inches and patch with nonshrink grout unless noted otherwise.

3.02 ABANDONING AND REMOVING UTILITIES AND UNDERGROUND PROCESS PIPING

- A. CONTRACTOR shall be responsible for the turning off or unhooking of all utilities and process piping before starting the demolition work. Remove all utility lines, including electrical services and process piping, that are shown or specified to be removed. Remove utility lines that are to be abandoned as needed to clear new construction.
- B. The ends of utility lines and process piping shown or specified to be abandoned that are exposed by excavation shall be plugged with concrete to prevent soil infiltration into the pipes.

3.03 EQUIPMENT

- A. CONTRACTOR shall remove all equipment specified herein or indicated.
- B. CONTRACTOR shall remove associated exposed conduit, power wiring, controls, switches, instrumentation, control wiring, control boxes, appurtenances and their supports serving equipment to be removed. Electrical items shall be removed to their junction with motor control center, control panel, or their junction with conduit serving other equipment that is to remain.
- C. CONTRACTOR shall remove all piping and appurtenances and their supports serving equipment indicated to be removed. Piping shall be removed to its junction with the main service header serving other equipment that is to remain or new equipment as indicated. Remaining piping and tubing shall be fitted with an appropriate blind flange or plug and insulated as required.
- D. CONTRACTOR shall remove equipment bases, anchor bolts, and other supports serving equipment to be removed. Concrete bases shall be removed to 1 inch below floor elevation and repaired with nonshrink grout plus surfacing to match existing.
- E. CONTRACTOR shall patch floors, walls, and ceilings as required to match existing or as indicated where equipment, piping, electrical, bases, or supports are removed.

- F. CONTRACTOR shall remove the following major equipment items or systems. The following list is not intended to be all-inclusive. CONTRACTOR shall remove all items indicated or specified to be removed whether listed here or not.
1. Pumps.
 2. Process piping.
 3. Electrical controls and related conduit and conductors.

3.04 INTERIOR PIPING, DUCTWORK, AND APPURTENANCES

- A. CONTRACTOR shall remove all piping, ductwork, and appurtenances as indicated. The location and elevations of existing piping are approximate.
- B. CONTRACTOR shall remove all supports for piping, ductwork, and appurtenances indicated to be removed. Repiping and connections to new piping shall be as specified for new piping. Remaining piping and tubing not reconnected for new piping shall be fitted with an appropriate blind flange or plugged and insulated as required.
- C. CONTRACTOR shall patch all holes resulting from removal of piping, ductwork, appurtenances, and their supports. Patching of concrete shall be with nonshrink grout and as indicated. Patching of masonry shall be with matching material toothed in. Patch other material as indicated.

3.05 SALVAGE

- A. OWNER has first right of refusal to all material, piping, and equipment removed.
- B. All equipment, material, and piping, except as specified hereinafter, within the buildings and structures to be demolished and additional items as noted shall be removed by CONTRACTOR. CONTRACTOR shall inspect each structure and determine the type and amount of equipment, materials, and piping to be removed.
- C. All equipment, material, and piping, except as specified hereinafter, within the limits of the demolition and additional items noted to be removed will become the property of CONTRACTOR if OWNER does not claim under first right of refusal and shall be removed from the project site. Comply with State and local ordinances and regulations for disposing of materials.
- D. The following equipment and materials shall be removed and reused in the new facilities: SCADA panel.

END OF SECTION

SECTION 02231

AGGREGATE BASE COURSE

PART 1-GENERAL

1.01 SUMMARY

- A. Work Included: Gravel roads.
- B. Related Sections and Divisions: Applicable provisions of Division 1 shall govern work in this section.
- C. Repair or replacement of aggregate base course shall be considered incidental and included in the price bid.
- D. CONTRACTOR is cautioned that existing private and public roads and shoulders may not hold up to typical construction traffic or activities. CONTRACTOR shall repair all roads, shoulders, and gravel areas damaged in accordance with this section. All paved areas shall also be repaired.

1.02 REFERENCES

- A. Standard Specifications: Unless otherwise indicated, Standard Specifications shall refer to the Kentucky Transportation Cabinet, Department of Highways, Standard Specifications for Road and Bridge Construction, latest edition, including all issued supplemental specifications. Unless specifically stated otherwise, the Measurement and Payment sections of the Standard Specifications shall not apply. Measurement and payment will be made in accordance with terms of the Contract Documents.

1.03 DEFINITIONS

- A. Street or road shall include streets, roads, driveways, and parking lots.

1.04 SUBMITTALS

- A. Submit sieve analysis for proposed materials in accordance with Section 01300-Submittals.

1.05 DRAINAGE DURING CONSTRUCTION

- A. CONTRACTOR shall comply with the provisions of Section 204 of the Standard Specifications.

PART 2-PRODUCTS

NOT APPLICABLE

PART 3-EXECUTION

3.01 CONSTRUCTION

- A. All gravel surfaces damaged during construction shall be replaced. The depth of aggregate shall match existing or 8 inches, whichever is greater.

END OF SECTION

SECTION 05560

ANCHOR BOLTS AND POST-INSTALLED ANCHORS

PART 1-GENERAL

1.01 SUMMARY

- A. Work Included: Anchor bolts, expansion bolts, adhesive anchors, and screw anchors.
- B. Related Sections and Divisions: Applicable provisions of Division 1 shall govern work in this section.

1.02 REFERENCES

- A. ASTM A36/A36M—Standard Specification for Carbon Structural Steel.
- B. ASTM F1554—Anchor Bolts, Steel, 36, 55, and 105-ksi yield strength.
- C. ICC-ES International Code Council—Evaluation Service.
- D. AC 193—Acceptance Criteria for Mechanical Anchors in Concrete Elements.
- E. AC 308—Acceptance Criteria for Post-Installed Adhesive Anchors in Concrete.
- F. ACI 355.2—Qualification of Post-Installed Mechanical Anchors in Concrete and Commentary.
- G. ACI 355.4—Qualification of Post-Installed Adhesive Anchors in Concrete and Commentary.

PART 2-PRODUCTS

2.01 ANCHOR BOLTS

- A. Anchor bolts complete with washers and nuts shall be fabricated as shown or as specified by the equipment manufacturer and unless otherwise indicated shall be hot-dip galvanized carbon steel or 316 stainless steel. Anchor bolts shall, as a minimum, conform to the requirements of ASTM F1554-Grade 36.
- B. Stainless steel anchor bolts shall be used in all submerged locations, below final grade, and in contact with aluminum and other items not to be painted. Galvanized anchor bolts shall be used elsewhere.

2.02 EXPANSION BOLTS

- A. Expansion bolts shall be KWIK Bolt TZ by Hilti, Inc., TruBolt+ by ITW Red Head, Power-Stud + SD2, SD4, or SD6, by Powers Fastening Systems, Strong-Bolt, or Strong-Bolt 2, by Simpson Strong-Tie Anchor Systems, or approved equal.
- B. All expansion bolts shall comply with the Kentucky Building Code, AC 193, and ACI 355.2. They shall be ICC-ES approved for use in cracked and uncracked concrete.

- C. Expansion bolts will not be permitted as substitutes for embedded anchor bolts except with the prior written acceptance of ENGINEER or where otherwise specifically called for.
- D. Unless indicated otherwise on the drawings or specified, use the following bolt material for the various installation situations:
 - 1. Stainless Steel: For all submerged locations, below final grade, and in contact with aluminum appurtenances and other items not to be painted. Also for anchoring equipment, unless otherwise specified.
 - 2. Steel: In other locations in contact with items to be painted or encased in concrete.

2.03 ADHESIVE ANCHORS

- A. Adhesive anchors shall be HIT HY 200 by Hilti, Inc., Red Head Epcon C6+ or Red Head Epcon S7 by ITW, PE 1000+ by Powers Fastening Systems, Set-XP by Simpson Strong-Tie Anchor Systems, or approved equal.
- B. All adhesive anchors shall comply with the Kentucky Building Code, AC 308, and ACI 355.4. They shall be ICC-ES approved for use in cracked and uncracked concrete.

2.04 SCREW ANCHORS

- A. Screw anchors shall be KWIK HUS-EZ by Hilti, Inc., Wedge-Bolt+ by Powers Fastening Systems, Titen-HD by Simpson Strong-Tie Anchor Systems, or approved equal.
- B. All screw anchors shall comply with the Kentucky Building Code. They shall be ICC-ES approved for use in cracked and uncracked concrete.

PART 3-EXECUTION

3.01 ANCHOR BOLTS

- A. Anchor bolts for structural members shall be located as shown and specified.
- B. Anchor bolts for mechanical equipment shall have embedment length, edge distances, and spacing as required by the equipment manufacturer.
- C. All dirt or foreign materials shall be removed prior to embedding into concrete. After anchor bolts have been embedded, their threads shall be protected by grease and by installing the nuts or by other means until the time of installation of the equipment or metal work.

3.02 EXPANSION BOLTS

- A. Unless otherwise noted on the Drawings, expansion bolt edge distance and spacing shall be in accordance with manufacturer's printed installation instructions.
- B. Bolt embedment shall at least equal 6-bolt diameters.
- C. Installation procedures shall be in accordance with the manufacturer's printed installation instructions.

- D. Where location of bolts is adjustable, reinforcing steel shall be located prior to drilling holes and bolts shall be located to clear reinforcing steel.

3.03 ADHESIVE ANCHORS

- A. At locations shown on the drawings, reinforcing bars or threaded rod shall be provided in existing concrete by drilling holes, injecting epoxy adhesive, and inserting the reinforcing bar.
- B. All existing surfaces to receive adhesive anchors, including the entire area in contact with the new concrete, shall be cleaned and roughened to amplitude of 1/4 inch.
- C. Installation procedures shall be in accordance with the manufacturer's printed installation instructions.
- D. Where location of anchors is adjustable, reinforcing steel shall be located prior to drilling holes and anchors shall be located to clear reinforcing steel.
- E. CONTRACTOR shall arrange an anchor manufacturer's representative to provide on-site installation training for installation of their adhesive anchor system products. Submit documentation that all CONTRACTOR's personnel or subcontractors who install adhesive anchors have been trained prior to the announcement of anchor installation.
- F. Adhesive anchors in horizontal and upwardly inclined orientations to resist sustained tension loads are subject to the following requirements:
 - 1. They shall be installed by personnel certified by an applicable certification program. Certification shall include written and performance tests in accordance with the ACI/CRSI Adhesive Anchor Installer Certification program, or equivalent, as approved by ENGINEER.
 - 2. They require continuous special inspection during installation. CONTRACTOR shall notify ENGINEER and Special Inspector of the schedule for these anchor installations to permit coordination of inspections.

3.04 SCREW ANCHORS

- A. Unless otherwise noted on the drawings, screw anchor edge distance and spacing shall be in accordance with manufacturer's recommendations.
- B. Anchor embedment shall at least equal 6-bolt diameters.
- C. Installation procedures shall be in accordance with the manufacturer's printed installation instructions.
- D. Where location of anchors is adjustable, reinforcing steel shall be located prior to drilling holes and anchors shall be located to clear reinforcing steel.

END OF SECTION

SECTION 09900

PAINTING

PART 1—GENERAL

1.01 SUMMARY

- A. Work Included: Surface preparation and application of paints and coatings.
- B. Related Sections and Divisions: Applicable provisions of Division 1 shall govern work in this section.

1.02 REFERENCES

- A. ASTM B117—Standard Practice for Operating Salt Spray (Fog) Apparatus.
- B. ASTM D2247—Standard Practice for Testing Water Resistance of Coatings in 100 % Relative Humidity.
- C. ASTM D3363—Standard Test Method for Film Hardness by Pencil Test.
- D. ASTM D4060—Standard Test Method for Abrasion Resistance of Organic Coatings by the Taber Abraser.
- E. ASTM D4541—Standard Test Method for Pull-Off Strength of Coatings Using Portable Adhesion Testers.
- F. ASTM D4585—Standard Practice for Testing Water Resistance of Coatings Using Controlled Condensation.
- G. SSPC—The Society for Protective Coatings—Steel Structures Painting Manual.
- H. NACE—National Association of Corrosion Engineers.
- I. ICRI—International Concrete Repair Institute.
- J. Federal Register—Code of Federal Regulations (CFR).
- K. Federal Register—Resource Conservation and Recovery Act (RCRA).
- L. Federal Register—Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA).

1.03 SUBMITTALS

- A. Submittals shall be in accordance with provisions of Section 01300—Submittals.
- B. Shop primer proposed for use shall be submitted with all material and equipment submittals. All shop primers shall be of the same generic type and quality as those specified herein.

- C. Submit two copies of manufacturer's Material Safety Data Sheets (MSDS) for each type of paint with each shop drawing submittal. MSDS sheets shall be posted at the construction site at all times painting is in progress.
- D. Substitution submittals shall include performance test data, as certified by a qualified testing laboratory, for the ASTM tests specified in paragraph 2.01.

1.04 QUALITY ASSURANCE

- A. Regulatory Requirements:
 - 1. All paints, surface preparation, and application methods shall conform to federal requirements for allowable exposure to lead and other hazardous substances.
 - 2. All paints shall be NSF Standard 61-approved when they are in contact with potable water or within potable water reservoirs.
- B. Prepainting Meeting:
 - 1. A prepainting meeting shall be held immediately following the project preconstruction conference. The prepainting meeting is to be held prior to any material and equipment that requires painting is delivered to the site.
 - 2. CONTRACTOR, the paint subcontractor, and the paint manufacturer's representative shall be present to review the specifications and project scope.
 - 3. The paint manufacturer's representative shall review progress at the site as requested by ENGINEER. These are generally expected to be prior to monthly progress meetings.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Materials shall be delivered to the site in original containers with labels intact and seals unbroken.
- B. Drop cloths shall be used in all areas where painting is done to fully protect other surfaces.
- C. Oily rags and waste must be removed from the building each night or kept in an appropriate metal container.

1.06 ENVIRONMENTAL REQUIREMENTS

- A. CONTRACTOR shall dry-heat, dehumidify, and ventilate to obtain painting conditions recommended by the paint manufacturer during surface preparation, application, and cure.
- B. Relative humidity conditions as specified by the paint manufacturer's data sheet shall be adhered to. This includes times in which supplemental heat is used. Supplemental heat shall be indirect-fired hot air furnaces or electric heat. Open-flame heaters shall not be used.
- C. No unprotected, unheated exterior painting shall be undertaken when damp weather appears probable, nor when the temperature of the substrate is below 55°F, unless approval in writing is received from the paint manufacturer.

1.07 COLOR SELECTIONS

- A. Provide color charts for all coatings being used on the project. After initial selection of colors by OWNER, provide draw down samples of selected colors for OWNER's final approval. For stained wood, provide specified wood species sample with selected color for final approval.

- B. CONTRACTOR shall provide a summary sheet at the completion of the project listing the finish paint products used and the manufacturer's color identification for each item painted. This summary sheet should be submitted to ENGINEER and OWNER for review.

PART 2-PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

- A. All materials required for painting shall be types and quality as manufactured by Tnemec Company, Inc., Sherwin Williams Company, International Devoe, Carboline, or equal, unless noted otherwise in the schedule.
- B. Where thinning is necessary, only the products of the manufacturer furnishing the paint will be allowed. All such thinning shall be done strictly in accordance with the manufacturer's instructions.
- C. Paint and paint products of Tnemec Company and Sherwin Williams, listed in the following specifications, are set up as standard of quality. International Devoe and Carboline have preapproved equivalent products that shall be used. Other manufacturer's products will be considered as a substitution if CONTRACTOR and paint manufacturer certify that the products offered are recommended for the service intended, are compatible with the shop primers used, are equal in solids content and composition, and are of the same type. Submittal shall include the following performance data as certified by a qualified testing laboratory. ASTM Specifications shall be the latest revision:
1. Abrasion-ASTM D4060, CS-17 Wheel, 1,000 grams load.
 2. Adhesion-ASTM D4541.
 3. Hardness-ASTM D3363.
 4. Humidity-ASTM D2247 and D4585.
 5. Salt (Fog) Spray-ASTM B117.

PART 3-EXECUTION

3.01 SURFACE PREPARATION

- A. General:
1. All surfaces to be painted shall be prepared as specified herein and by the manufacturer's published data sheet and label directions. The objective shall be to obtain a uniform, clean, and dry surface.
 2. No field painting shall be done before the prepared surfaces are observed by ENGINEER. Surfaces painted without such observation shall be abrasive-blast-cleaned and repainted.
 3. Prior to field-blasting, a sample of the blast abrasive shall be provided to ENGINEER for pH testing. Additional samples of subsequent deliveries or batches of blast abrasive shall be provided to ENGINEER for pH testing.
 4. For on-site abrasive-blasting, low-dust, low-silica content material shall be used. Coal slag abrasive shall be used on pipe and ferrous materials. Staurolite abrasive shall be used on concrete and concrete block.
 5. Quality of surface preparations listed below are considered a minimum. If paint manufacturer requires a better preparation for a particular application, it shall be considered a requirement of this specification.

6. All concrete surfaces shall be tested for moisture in accordance with ASTM D4263 and, if necessary, F1869. Surfaces shall also be verified that the pH of the cleaned concrete surface to be coated is within the range of 8 to 11.
- B. Ferrous Metal:
1. All ferrous metal to be primed in the shop shall have all rust, dust, and mill scale, as well as all other foreign substances, removed by abrasive blasting. Cleaned metal shall be primed or pretreated immediately after cleaning to prevent new rusting.
 2. All ferrous metals not primed in the shop shall be abrasive-blasted in the field prior to application of the primer, pretreatment, or paint.
 3. Abrasive blasting of metals in the shop shall be in accordance with SSPC-SP 10 Near White Blast Cleaning. Abrasive blasting of metals in the field for immersion service shall be in accordance with SSPC-SP 10 Near White Blast Cleaning. Abrasive blasting of metals in the field for nonimmersion service shall be in accordance with SSPC-SP6 Commercial Blast Cleaning.
 4. Solvent cleaning in accordance with SSPC-SP1 shall precede all abrasive-blasting operations.
 5. Ductile iron pipe shall be prepared by abrasive blasting per National Association of Pipe Fabricators NAPF 500-03-04 Abrasive Blast Cleaning.
- C. Galvanized: Where galvanized items are not submerged or buried, they shall be cleaned with nonhydrocarbon solvent cleaner (such as Clean N Etch, or equal) in accordance with SSPC-SP1 and shall be abrasive-blasted in accordance with SSPC-SP16 Brush-Off Blast Cleaning.
- D. Copper: Where copper piping is not submerged or buried, it shall be solvent-cleaned in accordance with SSPC-SP1 and shall be lightly sanded.
- E. PVC and CPVC: All PVC and CPVC to be painted shall be solvent-cleaned in accordance with SSPC-SP1 and shall be lightly sanded.
- F. Dust Controls:
1. All motors, pumps, mechanical equipment, and electrical controls shall be wrapped in 6 mil opaque plastic sheeting and taped in place with 3-inch-wide tape where abrasive blasting or spray coating application is being performed.
 2. Plastic sheeting shall be provided with continuous filtered clean air supply to create a positive pressure relative to surrounding spaces.

3.02 APPLICATION

- A. All materials shall be used as specified by the manufacturer's published data sheets and label directions.
- B. No paint shall be applied on a wet or damp surface and in no case until the preceding coat is dry and hard. Each coat shall be allowed to dry in accordance with manufacturer's data sheets before the next coat is applied.
- C. Drying time shall be construed to mean "under normal conditions." Where conditions are other than normal because of the weather or because painting must be done in confined spaces, other drying times will be necessary.
- D. Additional coats of paint shall not be applied, nor shall units be returned to service until paints are thoroughly dry and cured.

- E. Steel that will be inaccessible in the completed work shall receive the final coat before enclosure.
- F. Paint shall be applied to provide an opaque, smooth surface of uniform finish, color, appearance, and coverage. Cloudiness, spotting, holidays, laps, brush marks, runs, sags, or other surface imperfections will not be acceptable. Tops and bottoms of walls and areas that are "cut-in" by brush prior to rolling shall have a uniform appearance in comparison with adjoining surfaces.
- G. Crevices and other hard-to-apply areas shall be back-rolled/back-brushed in conjunction with application of the first field coat of primer or intermediate coat. This includes, but is not limited to, between pipe flanges, pipe flange/pipe barrel joints, equipment fittings, and other narrow openings.
- H. For PVC and CPVC piping, unions and valves shall not be painted.

3.03 FIELD QUALITY CONTROL

- A. Examination of work on the site by the manufacturer's representative shall be performed when requested by ENGINEER.

3.04 CLEANING

- A. All stains and marks shall be removed from other surfaces upon completion of the work.

3.05 SCHEDULE

A. General:

1. At the completion of the project, all painted surfaces which have been damaged shall be repainted or touched-up.
2. The painter shall use some discretion in what should and should not be painted. Do not paint over labels and other information, bronze, machined surfaces, moving parts where painting may impair movement, hot surfaces which may peel, etc. If in doubt whether a part should be painted, ask ENGINEER.
3. Products listed first are Tnemec and second are Sherwin Williams.

B. New Work:

1. All new work done by all trades shall be painted by CONTRACTOR in accordance with the following schedule and in accordance with paint manufacturer's recommendation. It is the intent of these specifications that all non-galvanized ferrous metal items scheduled for painting be shop-primed. If items are not shop-coated, surfaces shall be prepared and painted in the field as specified. If any items of new construction are not listed, CONTRACTOR shall request paint system from ENGINEER, and the items shall be painted as part of this Contract without additional cost.
2. Cast or ductile iron; not submerged or buried (including pipes to be insulated):
 - a. One shop coat of N69-1255 Hi-Build Epoxoline, Macropoxy 646 Beige as primer;
 - b. Touch-up prime coat prior to finish coating; and apply either:
 - (1) Two coats of N69 Hi-Build Epoxoline II, Macropoxy 646 for interior surfaces, or
 - (2) One coat of N69 Hi-Build Epoxoline II, Macropoxy 646, and one coat of 1074 Endura-Shield, Acrolon 218HS for exterior surfaces.

3. Steel, machinery, and equipment; not submerged (including pipes to be insulated):
 - a. One shop coat of N69-1255 Hi-Build Epoxoline, Macropoxy 646 Beige as primer.
 - b. Touch-up primer prior to finish coat, and either:
 - (1) Two coats of N69 Hi-Build Epoxoline II, Macropoxy 646 for interior surfaces; or
 - (2) One coat of N69 Hi-Build Epoxoline II, Macropoxy 646; and one coat of 1074 Endura-Shield, Acrolon 218HS for exterior surfaces.

FIRST FIELD COAT SHALL BE APPLIED PRIOR TO INSTALLATION TO SURFACES INACCESSIBLE AFTER INSTALLATION.

4. Motors and gear drives delivered with nonepoxy primers:
 - a. Degrease per SSPC-SP1.
 - b. Lightly hand-sand per SSPC-SP2.
 - c. Apply one coat 135-1255 Chembuild Beige, Macropoxy 646 Beige.
 - d. Apply two finish coats as follows:
 - (1) Two coats of N69 Hi-Build Epoxoline II, Macropoxy 646 for interior surfaces, or
 - (2) One coat of N69 Hi-Build Epoxoline II, Macropoxy 646, and one coat of 1074 Endura-Shield, Acrolon 218HS for exterior surfaces.
5. Galvanized, copper, brass, CPVC, and PVC; not submerged or buried:
 - a. One coat of N69-1255 Hi-Build Epoxoline II, Macropoxy 646, and either:
 - b. Two coats of N69 Hi-Build Epoxoline, Macropoxy 646 for interior surfaces, or
 - c. One coat of N69 Hi-Build Epoxoline, Macropoxy 646, and one coat of 1074 Endura-Shield, Acrolon 218HS for exterior surfaces.
6. Insulation of equipment, pipes, and ductwork:
 - a. Two coats of Series 6 Tnemec-Cryl, DTM Acrylic B66100.
 - b. Colored PVC jacketing shall not be painted.
7. Galvanized, copper, CPVC, and PVC; submerged or buried: Not painted.
8. Stainless steel: Not painted.

C. Coverage:

1. Dry mil thickness shall conform to those specified. Mil test measurement shall conform to SSPC Steel Structures Painting Manual. Dry Film Thickness (DFT) shall be verified in accordance with SSPC-PA2.
2. The coatings listed will provide the mil thickness given when applied at the coverages listed. Upon the request of ENGINEER, such surfaces shall be checked by the painter with a calibrated mil thickness gauge and any deficiencies found in the film shall be remedied by additional coat(s) at the expense of CONTRACTOR.
3. On masonry, application rates will vary according to surface texture; however, in no case shall the manufacturer's stated coverage rate be exceeded. On porous surfaces, it shall be the painter's responsibility to achieve a protective and decorative pinhole-free finish either by decreasing the coverage rate or by applying additional coats of paint.
4. Coverages reflect manufacturer's recommendations using spray application techniques. Where brushing or rolling is specified or performed at the discretion of the painter, one additional coat, minimum, will be required to achieve total DFT thickness as specified and recommended by the manufacturer.

	Sq. Ft.** Coverage	Dry Mil** Thickness Per Coat
Products		
6 Tnemec-Cryl, DTM Acrylic B66100	200	

	Sq. Ft.** Coverage	Dry Mil** Thickness Per Coat
Products		
N69 Hi-Build Epoxoline II, Macropoxy 646		
Steel or Impervious Substrate Primer Coat	---	4.0
Steel or Impervious Substrate Intermediate Coat(s)	---	5.0
Steel or Impervious Substrate Finish coat	---	5.0
135-1255 Chembuild, Macropoxy 646	335	4.0
Steel Doors	---	3.0
140 Pota-Pox Plus, Macropoxy 646 NSF		
Steel or Impervious Substrate Primer	---	4.0
Steel or Impervious Substrate Intermediate Coat(s)	---	5.0
Steel or Impervious Substrate Finish Coat	---	5.0
1074 Endura-Shield II, Acrolon 218HS	---	2.5
201 Epoxoprime, ArmorSeal 1000 HS Epoxy	250	
280 Tneme-Glaze, ArmorSeal 1000 HS Epoxy	250	
Epoxoblock WB 1254, Kem Cati-Coat HS	80	
HB Tneme-Tuffcoat 114, Pro Industrial Water Based Epoxy B73-300	160	
Series1 Omnithane, DuraPlate 235 (Primer)		3.0, 5.0
N69 HI-Build Epoxoline (Submerged)		6.0
Sher-Glass FF (Submerged)		12.0
WB Tneme-Crete 180, Sher-Cryl HPA	150	
Sherwin-Williams Products		
ProMar 200 Primer (sprayed)	200	
ProMar200 Primer (rolled/brushed)	260	
ProMar 200 Enamel (sprayed)	280	
ProMar 200 Enamel (rolled/brushed)	360	
A 100 Alkyd Wood Primer (sprayed)	200	
A 100 Alkyd Wood Primer (rolled/ brushed)	260	
A 100 Satin Latex Trim (sprayed)	280	
A 100 Satin Latex Trim (rolled/ brushed)	360	
S-W Wood Classics Stain (sprayed)	390	
S-W Wood Classics Stain (rolled/brushed)	480	
S.W. Wood Classics Varnish (sprayed)	320	
S.W. Wood Classics Varnish (rolled/brushed)	360	

** Roller or brush application requires two or more coats to obtain recommended film thickness. No allowance is made here for overspray, waste in handling, mixing, or application. Final total dry film thickness (DFT) shall be equal to that specified. Paint submittals shall note where roller or brush application is proposed and the paint manufacturer's recommendations of number of coats to achieve the required thickness shall be noted.

Primer, intermediate and/or final surface colors shall be of contrasting colors to assure coverage.

D. Pipe Colors:

1. Colors are to be selected by OWNER, with the following piping colors used where applicable.

Water Piping Colors	
Pipe Type	10 States Standards (2007 Water)
Water Lines	
Finished or Potable	Dark blue

END OF SECTION

SECTION 11211
CENTRIFUGAL PUMPS

PART 1-GENERAL

1.01 SUMMARY

- A. **Work Included:** This section includes furnishing, installing, and placing into successful operation two horizontal split case centrifugal booster pumping units as indicated on the drawings. The pumps and appurtenances shall be furnished by the same supplier.
- B. **Related Sections and Divisions:** Applicable provisions of Division 1 shall govern work in this section.

1.02 REFERENCES

- A. NEMA MG1, Part 31–National Electrical Manufacturers Association Standards Publication Motors and Generators, Definite-Purpose Inverter-Fed Polyphase Motors.
- B. NEMA–National Electrical Manufacturers Association Standard.
- C. ANSI–American Nation Standards Institute Standard.
- D. IEEE–Institute of Electrical and Electronics Engineers Standard.
- E. NEC–National Electrical Code.
- F. AIEE–American Institute of Electrical Engineers Standard.
- G. HI–Hydraulic Institute Standard.
- H. AWWA E103–Horizontal and Vertical Line-Shaft Pumps.
- I. NSF 372–Drinking Water System Components-Lead Content.

1.03 SUBMITTALS

- A. **Shop Drawings:**
 - 1. CONTRACTOR shall furnish detailed drawings and description showing the size, dimensions of pumps, dimensions of motors, dimensions of bases, and necessary foundation drawings, giving exact position of all bolts.
 - 2. All information required in this paragraph is to be submitted in duplicate.
 - 3. Certified pump dimensional drawings shall be submitted to ENGINEER within 30 days after award of Contract.
 - 4. The drawings will be used by CONTRACTOR to order piping and construct pump bases.
 - 5. Submittals for motors shall include data sheets from the motor manufacturer. Data sheets from the pump manufacturer or supplier are not acceptable.
 - 6. Additional shop drawing requirements are discussed in Division 1.

B. Factory Test and Acceptance:

1. All equipment shall be factory tested in accordance with AWWA E103 standard running test and discharge head hydrostatic test requirements plus the requirements of these specifications. Test shall be made with factory calibrated motor.
2. Test points shall include shutoff head performance point, cutoff head, plus at least three other points as required for accurate curve plotting. Head shall not include velocity head. Three certified copies of test data, notation of presence or absence of cavitation, computations for performance curve construction, computations for kWh per 1,000 gallons power consumption, field head-discharge curves, field wire-to-water efficiency curves, and field-motor load, all from shutoff to cutoff head, shall be submitted to ENGINEER for review. Total head shall be as defined herein.
3. The pump shall meet the requirements of 2011 Hydraulic Institute Standards Acceptance Grade 1U. Acceptance Grade 1U has the following tolerances:

Test Parameter	Guarantee Requirement	Tolerance Band (1U)
Rate of Flow	Mandatory	0% to +10%
Total Head	Mandatory	0% to +6%

4. Acceptable is achieved when either test flow or head (or both) are within the defined tolerance band.
5. Shipment shall not be made until the factory test results are acceptable to ENGINEER.

1.04 QUALITY ASSURANCE

- A. Equipment shall conform to the standards of the AIEE, ANSI, HI, NEC, NSF, and NEMA, and to the state regulatory requirements. Except as otherwise specified, the units shall conform to AWWA E103.
- B. Certification: Provide manufacturer's Affidavit of Compliance per AWWA E103.
- C. The pump manufacturer shall be fully responsible for the design, arrangement and operation of all connected rotating components as assembled and mounted on a fabricated steel base so that neither harmful nor damaging vibrations occur at any speed within the specified operating range.
- D. The pump manufacturer shall perform both lateral and torsional critical speed analyses to identify that there is sufficient safety margin with respect to the following parameters: (a) the first lateral critical speed compared to maximum speed, (b) torsional natural frequencies compared to specified operating speed range and (c) blade excited resonant frequency compared to natural frequency.
- E. Vibration, when measured in the direction of maximum amplitude on the pump and motor bearing housings, shall not exceed limits given in the latest ANSI/Hi nomograph for the applicable pump type.

1.05 WARRANTY

- A. Standard 1-Year Warranty: Unless otherwise stated below, manufacturer shall warrant the equipment to be free from defects in material and workmanship for a period of 1 year from the earlier of either the date established for partial utilization in accordance with GC14.04 and 14.05, as modified in the Supplementary Conditions, or Substantial Completion of the project.

PART 2-PRODUCTS

2.01 MANUFACTURER

- A. Type of pump, efficiency, and head discharge curve shall be similar Flowserve Model LR, or equal.

2.02 EQUIPMENT

- A. Design Requirements:
 1. Pumps shall be horizontal split case centrifugal, nominal 3,600 rpm.
 2. Pump shall each have a performance point capacity of 350 gpm against a total head exterior to the pump of 168 feet.
 3. The head on the pumps may vary between 148 and 168 feet.
 4. Minimum pump efficiency at the design point shall be 66.4%.
 5. Total head shall be the sum of pressure and velocity head at the discharge nozzle of the pump minus the sum of pressure head and velocity head at the suction nozzle of the pump.
 6. The pump design shall be such that the units operate satisfactorily without cavitation, excessive noise, or vibration in excess of limits set forth in the Hydraulic Institute Standards on the pumping units installed as shown on the drawings and operating within the range of heads and suction conditions specified.
 7. To convert shop test motor loads to field heads and field driver loads, hydraulic and mechanical friction loads as shown in AWWA E103 shall be used.

2.03 COMPONENTS

- A. Casings:
 1. The casings shall be cast iron, horizontally split with ASA 125 psi flanged suction and discharge connections in lower half of casing.
 2. The pump may be started and stopped against a closed valve in the discharge piping, and pump construction shall be proper for pressures developed under this condition.
 3. Provide 1/4-inch tapped piezometer connections on horizontal centerline of suction and discharge nozzles, and 1/2-inch tapped priming connection at high point of casing.
- B. Impellers:
 1. Impellers shall be 316 stainless steel, double-suction type, mechanically and hydraulically balanced.
 2. Provide renewable 316 stainless steel wearing rings on impellers, and stainless steel rings on casings.
 3. Impellers shall be compatible with chlorinated water and meet NSF 372 requirements.
- C. Shaft: Shafts shall be equipped with renewable stainless steel sleeves. External piping complete with snubber valves shall be installed from the casing to each sealing box to circulate water to the seals.
- D. Bearings and Couplings:
 1. Bearings shall be cartridge-type ball bearings, grease-lubricated, designed to resist radial and thrust loads.
 2. Grease seals and water slingers shall be provided for protection of the bearings.

3. Bearings to provide average AFBMA B-10 rated life of 50,000 hours or more at duty point.
4. Shaft deflection shall not exceed .003 inches at greatest loads to prolong mechanical and bearing life.
5. Each pump is to be furnished with mechanical seal boxes, placed on both sides of the pump centerline to seal pump shaft. Seals shall be NSF compliant.
6. A bypass line shall be provided for the upper seal between the seal faces and the discharge flange so that there is adequate venting of the seal chamber and to provide lubrication.
7. The mechanical seal boxes shall be equipped with heavy cast one-piece O-ring sealed glands made from bronze or cast iron.
8. A flexible coupling, Wood, Dodge, or equal shall be provided. A base-mounted coupling guard shall be provided.
9. For dual drive pumps, an extended shaft and guard for future addition of a standby engine to be mounted opposite of the electric motor shall be provided.

E. Base:

1. A one-piece cast iron or fabricated steel base shall be provided upon which both the pump and motor are mounted.
2. The base shall have a raised edge or trough for collecting drainage, and this trough shall be provided with 1-inch-diameter tapped outlets for pumps with packing glands.
3. Anchor bolts and foundation drawings are to be provided.
4. The space under the base will be filled with grout, and proper and separate openings shall be provided for placing grout and venting air. Vents shall be at each corner of the base.

2.04 MOTORS

- A. Motors shall conform to all applicable requirements of NEMA, ANSI, IEEE, and NEC standards and shall be UL-Listed for the service specified.
- B. Motors provided shall meet the following requirements. Motors shall not be loaded beyond nominal rating, not including service factor, at any design condition:
 1. Physical Construction:
 - a. Copper leads and windings with ball- or roller-bearings in end brackets of steel or cast iron or aluminum brackets with steel-bearing sleeves. Motor shall be constructed with two windings for all two-speed motors. Motor shall have the same insulation class as the windings.
 - b. Rotor bars shall be aluminum.
 - c. Motor shaft shall be high-strength steel protected by a bronze shaft sleeve secured to the shaft to prevent rotation. The maximum allowable no-load shaft runout shall be 0.002 inches.
 - d. Motors shall be equipped with grease fittings and automatic grease reliefs. Bearings shall be prelubricated and field regreasable. Openings for addition of grease shall have grease fittings provided.
 2. Mounting: Horizontal.
 3. Enclosure: TEFC.
 4. Efficiency: Premium efficiency as noted in schedule below.
 5. Service Factor: 1.15.
 6. Power requirements: 60 Hz, - three-phase, 230/460-volt, factory-wired for 460-volt connection, $\pm 10\%$ voltage variation.
 7. NEMA Design: B.

8. Insulation: Class F and rated for a Class B temperature rise.
 9. Nominal operating speed: Single speed, 3,600 rpm.
 10. Nameplate: Stainless steel engraved attached to motor frame or enclosure with stainless steel rivets.
 11. Conduit/Junction Box: Cast iron, diagonally split, fully rotatable, gasketed between cover and bar, and between box and frame. Motor lead opening in the frame shall also be gasketed. A clamp-type terminal shall be provided inside each motor conduit box for grounding.
 12. Accessories:
 - a. Oversized motor junction box.
 - b. Lifting eyes.
 13. VFD requirements: Motor operating on VFDs shall be inverter duty rated, meet the requirements of NEMA MG1, Part 31, and be capable of a minimum speed turndown of 4:1.
 14. Motor shall be non-overloaded at any point of the pump characteristic curve. Motor safety factor shall not be used as part of the motor rating.
- C. Motor Schedule: If motor horsepower is increased to meet the requirements of this specification, CONTRACTOR is responsible for increasing all wiring, starters, drives, and other electrical components as required by Code, at no additional cost to OWNER.

Pump	Horsepower	Nominal Speed	Full Load Efficiency
P01	30	3,600	91.5%
P02	30	3,600	91.5%

2.05 CONTROLS

- A. Equipment manufacturer shall review electrical wiring and control diagrams prepared by the Division 16 contractor. Manufacturer shall provide written approval to CONTRACTOR with copy to ENGINEER and OWNER.
- B. Electrical controls and instrumentation for this equipment are specified under Section 16480–Motor Control.

2.06 VARIABLE SPEED BOOSTER PUMP CONTROLS

- A. Variable speed drives are specified in Division 16 of these specifications. Pump manufacturer shall provide starting torque requirements for the Booster Pumps. This information shall be provided to the variable speed supplier specified in Division 16.
- B. Booster Pump controls are specified in Division 16, Section 16480–Motor Control of these specifications. Booster Pump manufacturer shall review these controls and confirm control function provided under Division 16 is compatible with pumps supplied.

2.07 FINISHES

- A. It is the intent of this specification that all equipment, supports, and appurtenances shall be furnished factory shop-primed, clean, and ready to accept finish painting by CONTRACTOR with a minimal amount of surface preparation. Preparation and painting shall conform to all requirements and provisions specified in Division 9. Unless otherwise specified, mechanical

equipment and accessories shall be furnished with all surfaces (except galvanized, stainless steel, rubber, copper, PVC) prepared in accordance with near white grade SSPC Specification No. 10 removing all dirt, rust scale, and foreign materials. Surface preparation shall be done at such time during the assembly process to preclude damage to the equipment once assembled. Cleaned surfaces shall then be factory shop-primed. Factory shop-priming shall be with one coat of Tnemec 66HS-1255 Hi-Build Epoxoline primer, or equal, applied to a minimum of 5.0 mils dry thickness. (For equipment surfaces in contact with potable water, primer shall be Tnemec Series 20 HS-1255 Beige Pota-Pox Primer and shall be NSF approved.) Primer used shall be compatible with proposed finish coats; CONTRACTOR shall verify. Motors shall be factory shop-primed and finished-painted using the manufacturer's standard paint system for the specified application.

2.08 ANCHOR BOLTS

- A. Provide all anchor bolts required for equipment furnished. Anchor bolts shall be 316 stainless steel of ample strength for the intended service. Provide anchor bolts in accordance with Division 5.

PART 3-EXECUTION

3.01 GENERAL

- A. Refer to requirements specified in Division 1 for equipment installation, quality control, testing, supervision, start-up, and operator training.

3.02 VARIABLE SPEED CONTROL COORDINATION

- A. The equipment manufacturer shall provide minimum speed settings (in hertz) to OWNER. Equipment operation over the entire control range shall be completed to demonstrate successful operation and to meet specified design and performance requirements.

3.03 FIELD QUALITY CONTROL

- A. Site Tests:
 - 1. OWNER will make field tests to check compliance with these specifications. Site tests may include test of pump operation to confirm operation in accordance to the factory characteristic curve, operation within the specified Acceptance Bands, vibration tolerances, and other tests deemed necessary by OWNER.
 - 2. If the unit, after installation, does not operate smoothly, does not meet the vibration limitations, does not operate in accordance with the factory characteristics curve, or does not operate within the specified Acceptance Bands, or otherwise not meet the requirements of these specifications; OWNER retains the right to reject the equipment and not pay for the equipment. CONTRACTOR may, with OWNER's permission, conduct field tests and make field corrections; and/or remove the equipment, shop test and make shop corrections to meet these requirements. Payment will not be made until these requirements are met.

3. Vibration at any point on the equipment and shafting as operated in the field in excess of limits set forth in the current edition of the Hydraulic Institute Standards shall be the cause for rejection. All surfaces intended for bearing shall be in full contact, and insertion of washers or spacers to minimize vibration will not be permitted.

END OF SECTION

SECTION 15040

PIPING AND MECHANICAL EQUIPMENT

PART 1-GENERAL

1.01 SUMMARY

- A. Work Included:
 - 1. Aboveground and exposed piping and valves of every description.
 - 2. Wall pipes and fittings.
 - 3. Concrete foundations and anchor bolts for all equipment furnished under this section.
 - 4. Piping connections to all aboveground or exposed equipment whether furnished under this section or not.
 - 5. Ventilation, heating, and dehumidification equipment.
 - 6. Pressure switches.

- B. Related Sections and Divisions: Applicable provisions of Division 1 shall govern work in this section.

1.02 REFERENCES

- A. ANSI B16.1-Cast Iron Pipe Flanges and Flanged Fittings.
- B. ANSI B16.9-Factory-Made Wrought Steel Buttwelding Fittings.
- C. API 5L-Specification for Line Pipe.
- D. ASME B31-Standards of Pressure Piping.
- E. ASTM A36-Standard Specification for Carbon Structural Steel.
- F. ASTM A48-Standard Specification for Gray Iron Castings.
- G. ASTM A53-Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless.
- H. ASTM A74-Standard Specification for Cast Iron Soil Pipe and Fittings.
- I. ASTM A126-Standard Specification for Gray Iron Castings for Valves, Flanges, and Pipe Fittings.
- J. ASTM A139-Standard Specification for Electric-Fusion (Arc)-Welded Steel Pipe (NPS 4 and Over).
- K. ASTM A536-Standard Specification for Ductile Iron Castings.
- L. ASTM A563-Standard Specification for Carbon and Alloy Steel Nuts.
- M. ASTM B88-Specification for Seamless Copper Water Tube.

- N. ASTM B271—Standard Specification for Copper-Base Alloy Centrifugal Castings.
- O. ASTM B505—Standard Specification for Copper Alloy Continuous Castings.
- P. ASTM C508—Standard Specification for Copper Alloy Strip for Flexible Metal Hose.
- Q. ASTM C564—Standard Specification for Rubber Baskets for Cast Iron Soil Pipe and Fittings.
- R. ASTM D1784—Standard Specification for Rigid Poly (Vinyl Chloride) (PVC) Compounds and Chlorinated Poly (Vinyl Chloride) (CPVC) Compounds.
- S. ASTM D1785—Standard Specification for Poly (Vinyl Chloride) (PVC) Plastic Pipe Schedules 40, 80, and 120.
- T. ASTM D2672—Standard Specification for Joints for IPS PVC Pipe Using Solvent Cement.
- U. ASTM D2467—Standard Specification for Poly (Vinyl Chloride) (PVC) Plastic Pipe Fittings, Schedule 80.
- V. ASTM D2464—Standard Specification for Threaded Poly (Vinyl Chloride)(PVC) Plastic Pipe Fittings, Schedule 80.
- W. ASTM D2321—Standard Practice for Underground Installation of Thermoplastic Pipe for Sewers and Other Gravity-Flow Applications.
- X. ASTM D2564—Standard Specification for Solvent Cements for Poly (Vinyl Chloride)(PVC) Plastic Piping Systems.
- Y. ASTM D2665—Standard Specification for Poly (Vinyl Chloride)(PVC) Plastic Drain, Waste, and Vent Pipe Fittings.
- Z. ASTM D3311—Standard Specification for Drain, Waste, and Vent (DWW) Plastic Fittings Patterns.
- AA. ASTM F436—Standard Specification for Hardened Steel Washers.
- BB. ASTM F656—Standard Specification for Primers for Use in Solvent Cement Joints of Poly (Vinyl Chloride) (PVC) Plastic Pipe and Fittings.
- CC. AWWA C104—American National Standard for Cement-Mortar Lining for Ductile-Iron Pipe and Fittings for Water.
- DD. AWWA C110—Ductile-Iron and Gray-Iron Fittings.
- EE. AWWA C115—Flanged Ductile-Iron Pipe with Ductile-Iron or Gray-Iron Threaded Flanges.
- FF. AWWA C151—American National Standard for Ductile-Iron Pipe, Centrifugally Cast, for Water.
- GG. AWWA C200—Steel Water Pipe 6-Inch and Larger.
- HH. AWWA C206—Field Welding of Steel Water Pipe.

- II. AWWA C207–Steel Pipe Flanges for Waterworks Service, Sizes 4-Inch through 144-Inch.
- JJ. AWWA C208–Dimensions for Fabricated Steel Water Pipe Fittings.
- KK. AWWA C500–Metal-Seated Gate Valves for Water Supply Service.
- LL. AWWA C504–Rubber-Seated Butterfly Valves, 3-Inch through 72-Inch.
- MM. AWWA C507–Ball Valves, 6-Inch through 60-Inch.
- NN. AWWA C509–Resilient-Seated Gate Valves for Water-Supply Service.
- OO. NSF Standard 61–Drinking Water Treatment Components: Health Effects.

1.03 SUBMITTALS

- A. Shop Drawings: General arrangement drawings of all interior cast or ductile iron or steel piping with all equipment attached shall be submitted to ENGINEER for approval prior to installation. Additional shop drawing requirements are found in the General Conditions and Division 1. Drawings shall include proposed length, location and elevation of pipe, fittings, valves, and other appurtenances.

PART 2–PRODUCTS

2.01 MATERIALS–GENERAL

- A. All materials used in the manufacture, assembly, and painting of piping and valves in contact with water shall be compatible with potable water supplies and in contact with chemical feed systems shall be compatible with the chemicals being used. All glues, solvents, solders, etc., shall likewise be compatible. For instance, no lead-base solders shall be used. All materials shall be National Sanitation Foundation (NSF) approved.
- B. Size, Type, and Joining:
 - 1. All materials shall conform to the size and type shown on the drawings or called for in the specifications.
 - 2. In joining two dissimilar types of pipe, standard fittings shall be used when available. In the event fittings are not available, the method of joining shall be selected by CONTRACTOR and submitted to ENGINEER for review.
- C. Piping appurtenances shall be made of the materials specified. All appurtenances not designated as to type shall be subject to approval of ENGINEER.

2.02 PIPE MATERIALS

- A. Ductile Iron Piping and Fittings:
 - 1. Unless otherwise shown or specified, all interior piping 4 inches in diameter or larger shall be ductile iron conforming to AWWA C151.
 - 2. Interior piping shall be minimum Special Class 53 with a minimum rated working pressure of 250 psi.

3. Except where shown, interior pipe joints shall be flanged. Flanged joints shall conform to applicable flanged joint sections of AWWA C110 and C115 and shall be compatible with ANSI B16.1 Class 125. Flanges shall be cast or ductile iron. Manufacturers of flanged pipe and fittings shall be certified to NSF 61 by an ANSI-accredited third-party certification organization.
4. Flanged gaskets shall be minimum 1/8-inch-thick rubber "ring" gaskets, not full-faced gaskets. Thicker gaskets shall be provided as recommended by the manufacturer to meet joint tolerances.
5. Gaps between flanges and all locations where a gap exists at flange hub/pipe intersection shall be caulked prior to finish painting with Sonneborn NP-1 by Sonneborn-Chem Rex, Inc., Sika FLEX 1-A, or equal.
6. Flange bolts shall be standard zinc-plated steel with hex head and hex nuts for the rated working pressures and installation conditions specified or shown.
7. Interior fittings shall be flanged and of ductile or cast iron. Flange fittings shall conform to AWWA C110 and ANSI B16.1, as applicable, with a minimum rated working pressure of 150 psi.
8. All ductile iron fittings shall be American, Clow, Griffin, Tyler, U.S. Pipe, or equal.
9. All flanged sections of pipe shall be made up in accordance with AWWA C115 specifications. No field makeup flanges will be allowed unless strictly conforming to AWWA C115, with facing done after turning pipe through flange.
10. Interior pipe and fittings shall be cement-mortar lined and asphaltic-coated inside and shall be shop-primed outside. Submerged pipe and fittings shall be cement-mortar lined and asphaltic-coated inside and asphaltic-coated outside. Cement mortar lining shall be in accordance with AWWA C104. Asphaltic coating shall conform to applicable standards herein for the pipe and fittings. Shop priming with products equal to, and compatible with, those listed under painting in Division 9 of these specifications shall be provided.

B. Copper Piping:

1. Copper piping shall conform to the requirements of ASTM B88.
2. Unless otherwise shown or specified, all interior or aboveground potable and non-potable water supply piping 3 inches in diameter or smaller shall be Type K hard copper.
3. Fittings shall be soldered or sweated on and shall be of cast bronze or forged brass containing 85% copper.
4. All underground water supply piping 3 inches or smaller shall be Type K soft copper with compression fittings. Joints shall not be used under floor slabs.
5. Shutoff valves shall be placed on each branch for all underground, aboveground, or interior piping.
6. Pump vent and drain lines, manometer lines, and lines to pressure gauges above the floor shall be rigid Type K hard copper. An ample number of unions shall be provided for disassembling. Pump vents shall be valved.

C. Galvanized Iron Piping:

1. Where shown or specified, all galvanized piping shall be Schedule 40 galvanized iron pipe with galvanized malleable iron fittings.
2. An ample number of unions shall be provided for disassembling pipe.
3. Pipe shall conform to ASTM A53.

D. PVC Piping:

1. PVC shall conform to ASTM D1784, Class 12454-B.

2. PVC piping and fittings shall be PVC 1120, Schedule 80 high-impact conforming to ASTM D1785 with bells conforming to ASTM D2672. Solvent-weld fittings shall conform to ASTM D2467 and for threaded ASTM D2464.
3. All piping shall be approved for use by the National Sanitation Foundation.
4. All pipe delivered to the jobsite shall be properly marked for type, grade, and design stress rating. Expansion joints shall be provided where needed. In general, all joints shall be solvent-weld, except where flanges are shown on the drawings, or where transition to another pipe material is required. Pipe shall be installed in compliance with ASTM D2321, except as otherwise specified herein.
5. Schedule 40 PVC pipe may be used for plumbing vents where allowed by code.

2.03 VALVE MATERIALS

A. Gate Valves:

1. Where shown or specified, gate valves in lines 4 inches through 12 inches in diameter or larger, shall be AWWA C509 iron body, resilient-wedge, nonrising stem, 150 psi working pressure, with O-ring above and below the thrust collar.
2. All interior valves shall be flanged and have handwheels. Right-angle operators shall be provided, if required, because of valve position. Handwheels shall be ductile iron or gray iron.
3. Valves installed over 6 feet above the floor shall be provided with chainwheel operators.
4. Underground valves shall have either mechanical joints or push-on joints, extended stem for maximum depth of 5 feet from operating nut to surface, valve box, and key. Valve boxes shall be cast iron telescopic-adjustable, as specified herein.
5. Shutoff valves in water lines 3 inches to 1 inch in diameter shall be gate valves, Class 150-pound bronze, or iron body bronze-mounted, solid-wedge disc, threaded, rising stem. Provide unions for ease of valve removal.

B. Swing Check Valves:

1. Check valves shall be a swing check valve with outside lever and weight equipped with an air-cushion chamber to cushion the closing of the valve disc. The valve shall be manufactured in accordance with AWWA C508.
2. The swing check valves shall be constructed with a heavy cast iron or cast steel body, a bronze or stainless steel seat ring, an extra-heavy noncorrosive shaft for attachment of lever and necessary weights to close valve, and a complete noncorrosive air-cushion chamber.
3. The valve shall be tight-seating and shockless in operation.
4. The seal ring shall be renewable and shall be securely held in place by a threaded joint.
5. The air-cushion chamber shall be attached to the side of the valve body externally and so constructed with a piston operating in a chamber that will effectively permit the valve to be operated without any hammering action.
6. Shock absorption shall be by air, and the chamber shall be so arranged that the closing speed can be adjusted to meet the service requirements.
7. The valve disc shall be of cast iron or cast steel and shall be suspended from a noncorrosive shaft that shall pass through a stuffing box to be connected to the chamber on the outside of the valve.
8. The GA Industries, Inc. Fig. 250-D is representative of the installation desired. Valves that require external hydraulic connections or power will not be approved.

C. Air Release Valve:

1. The air release valve shall be 1-inch Crispin Model PL10, APCO Model No. 50, Val-Matic No. 15A, or equal.

2. The valve assembly shall be installed as shown on drawings.
3. CONTRACTOR shall run 1/2-inch pipe from the top of the valve as shown. Screen end of pipe.

D. Pressure Relief Valve:

1. The pressure relief valve shall be 1 1/2-inch, angle style with screwed connections. The body shall be cast iron.
2. Control valve pilots shall be stainless steel with stainless steel and Buna-N internal parts.
3. The valve shall be OCV series 108, or equal.

2.04 PIPING APPURTENANCES AND MISCELLANEOUS MATERIALS

- A. Pipe Coupling: Pipe couplings identified on the drawings shall be equal to Dresser Type 38, Smith-Blair 411, or equal coupling. CONTRACTOR shall provide tension ties and tie ears as shown on the drawings, and specified herein.
- B. Mechanical Seals: Mechanical seals shall be 316 stainless steel link seal. Link seals shall be provided with 316 stainless steel bolts, nuts, and fasteners. Sleeve diameter shall be provided and mechanical seals installed as recommended by the manufacturer.

2.05 MATERIALS–NONSHRINK MORTAR

- A. Nonshrink mortar shall be All-Crete as manufactured by Concrete Products, Inc., Woodland, California; Speed Crete as manufactured by Tamms Industries Co., Itasco, Illinois; or equal. Nonshrink mortar shall be placed in accordance with manufacturer's recommendations.

2.06 EQUIPMENT–PRESSURE GAUGES

- A. Gauges are to be aluminum 6-inch ANSI B40.1, Grade 2A bourdon gauges and be equipped with properly-sized Ray pressure snubbers and brass shutoff valves.
- B. Gauges shall be accurate to $\pm 1/2\%$ of scale range.
- C. Gauges shall be Trerice No. 500-X Series, Ashcroft Duragauge, or equal.
- D. Gauges shall be as follows:
 1. Suction pressure gage, graduated in psi, range 0 to 100 psi.
 2. Discharge pressure gage, graduated in psi, range 0 to 200 psi.

2.07 FINISHES

- A. It is the intent of this specification that all equipment, supports, and appurtenances shall be furnished factory shop-primed, clean, and ready to accept finish painting by CONTRACTOR, with a minimal amount of surface preparation. Preparation and painting shall conform to all requirements and provisions specified in Division 9. Unless otherwise specified, mechanical equipment and accessories shall be furnished with all surfaces (except galvanized, stainless steel, rubber, copper, PVC) prepared in accordance with near white grade SSPC Specification No. 10, removing all dirt, rust scale, and foreign materials. Surface preparation shall be done at such time during the assembly process as to preclude damage to the equipment once assembled. Cleaned surfaces shall then be factory shop-primed. Factory shop-priming shall be with one coat of Tnemec N69-1255 Hi-Build Epoxoline primer, or equal, applied to a minimum of 5.0 mils dry thickness. (For equipment surfaces in contact

with potable water, primer shall be 140-1255 Beige Pota-Pox Primer and shall be NSF-approved.) Primer used shall be compatible with proposed finish coats; CONTRACTOR to verify.

- B. Factory standard prime finish for valves and meters is acceptable if material is compatible with epoxy finish coat specified in Division 9. Primer used shall be compatible with proposed finish coats; CONTRACTOR to verify.

2.08 PUMP STATION HVAC EQUIPMENT AND MATERIALS

A. Dehumidifier:

1. A packaged dehumidifier assembly with hermetically-sealed Freon refrigeration-type compressor, expansion coil, fan, and condenser coil shall be provided to maintain the relative humidity of the air to prevent condensation on the walls. The dehumidifier shall be controlled automatically by an adjustable humidistat located on the dehumidifier. A low-temperature thermostat shall be provided for the dehumidifier.
2. The dehumidifier shall be housed in a heavy steel enclosure securely fastened to the wall of the station. The condensate shall be drained to the station sump.
3. The dehumidifier shall have a capacity of 24 pints per 24 hours at 80°F and 60% relative humidity. The dehumidifier performance shall be as certified by the Association of Home Appliance Manufacturers.

B. Ventilation System:

1. A ventilating system shall be provided to maintain a fresh air system in the equipment chamber. The exhaust blower shall be sized and rated 280 cfm against 0.25 inches external static pressure.
2. The blower shall be of the centrifugal, squirrel cage design with statically balanced wheel to assure quiet performance and maximum air delivery. The blower shall be thermostatically controlled and shall also be provided with an automatic switch located near the top of the access hatch. Automatic control shall be such that when the hatch to the station is open the fan shall start and the lights shall come on. There shall be a manual switch on the interior of the station to shut off the fan.
3. The exterior ventilation duct shall be fabricated of Schedule 40 steel pipe terminating abovegrade in a screened 180 degree elbow for protection against weather and foreign objects. Interior ventilation pipe shall be PVC.
4. Inlet and outlet air pipe shall be provided with stainless steel insect screen.

C. Heater:

1. The equipment chamber shall be provided with a wall-mounted, 1,500-watt electric heater suitable for 120-volt, single-phase service.
2. The heater shall be of the fan-forced-type complete with an integral automatic dial-type thermostat, copper anodized aluminum reflector and safety grill. The heater shall be provided with a UL-approved electric cord and three-prong plug.

PART 3-EXECUTION

3.01 INSTALLATION

- A. Unless shown otherwise, underfloor piping shall clear floor slabs and footings by a minimum of 6 inches.

B. Support:

1. All interior or exposed pipelines shall be securely supported by adjustable metal saddles, brackets, or adjustable hangers supported directly by concrete, masonry work, or tile.
2. Strap hangers, tin clips, or U-hooks will not be acceptable.
3. Piping shall be supported, even though not shown on the drawings, with base fittings and concrete pads when bottom of pipe is less than 6 inches above the floor, with Anvil 264, B-line, or equal, adjustable pipe saddle stand with floor flange to 6 feet above the floor, and with Grinnell, or equal, adjustable iron or heavy steel pipe hangers with supporting clamps or inserts more than 6 feet above the floor.
4. In general, the maximum spacing of supports shall not exceed 10 feet on centers.
5. Stainless steel supports shall be used in submerged locations.
6. Insulation saddles shall be used at supports of insulated piping. CONTRACTOR shall furnish and place hangers, supports, wall pipes, sleeves, and floor boxes in the forms before concrete is poured wherever needed or shown on the drawings.
7. All piping shall be adequately supported and braced to resist thrust at bends and joints. Use base elbows, poured concrete, or rod ties.
8. The weight of the piping shall be supported independently of connected equipment.
9. All supports and parts shall conform to the latest requirements of ASME B31 and shall have a structural safety factor of 5. Accurate weight balance calculation shall be made by CONTRACTOR to determine the required supporting force at each hanger location and the pipe weight load at each equipment connection. CONTRACTOR shall be responsible for the installation and application of the supports. Pipe hangers shall be capable of supporting the pipe weight load in all conditions of operation. The hangers shall allow free expansion and contraction of the piping to prevent excessive stress in the piping. Where vertical movement up to 1/8 inch is anticipated, a precompressed variable spring support shall be used. Rigid hangers shall be provided with a means of vertical adjustment after erection. Where horizontal piping movements are greater than 1/2 inch, or where the hanger rod angularity from vertical is greater than 4 degrees from hot to cold position of the pipe, the hanger pipe and structural attachments shall be offset in a manner that the rod is vertical in the hot position. Hangers and supports shall be spaced in accordance with ASME B31 and as indicated in this specification. Pipe supports shall be placed before and after a valve, expansion joint, or equipment so stress will not be transferred to them.
10. CONTRACTOR shall provide calculations of pipe supports if requested by ENGINEER.
11. The following maximum spacings shall be provided for supports:

MAXIMUM HORIZONTAL PIPE HANGER AND SUPPORT SPACING

Nominal Pipe or Tube Size	Copper Tubing ft	Ductile Iron (See Note 1) ft	PVC Pipe (See Note 2) ft
1/4	5		
3/8	5		Continuous
1/2	5		Continuous
3/4	5		Continuous
1	6		4
1 1/4	7		4
1 1/2	8		4
2	8		4
2 1/2	9		4
3	10		4

Nominal Pipe or Tube Size	Copper Tubing ft	Ductile Iron (See Note 1) ft	PVC Pipe (See Note 2) ft
4	10	10	4
5	10	10	4
6	10	10	9
8	10	10	9
10	10	10	10
12	10	10	10
14		10	10
16		10	10
18		10	10
20		10	
24		10	
30		10	
36		10	
42		10	

Note 1: Provide at least one hanger per pipe length located as close to the flange or joint on barrel as possible.

Note 2: Spacing is based on Schedule 80 at 100°F. For Schedule 40 or higher temperatures, provide shorter span. Consult manufacturer's recommendations.

12. The length of hanger span and support spacing in the above table refers to straight lengths of pipe. When there are changes of direction in pipe, two supports shall be placed less than three-fourths the full span in the table. When practical, a hanger shall be located immediately adjacent to a change in direction of piping. Where there are concentrated loads between supports such as valves, spacing shall be based on load calculations rather than this table.
13. Provide saddles or shields under piping hanger and supports for all insulated piping to prevent crushing of insulation. Provide stainless steel pipe shields under stainless steel piping to prevent indentation of piping from the support or clamp.

C. Layout:

1. Exposed piping shall run straight, in neat parallel lines, and shall be located far enough from walls, ceilings and floors, to permit access for covering of pipe and painting work.
2. Care shall be taken in laying out piping that there is no interference with the proper location of piping for other purposes or other equipment, and shall be run with regard to the requirements of each service.
3. Piping shall not interfere with headroom or clear floor space.
4. Unless otherwise shown, small water piping shall be concealed in (except reinforced concrete walls) walls placed in piping pits, above suspended ceilings, or under floors where possible, or as shown on the drawings.
5. Plates shall be provided on all uncovered pipes passing through floors, walls, and ceilings, constructed of materials other than poured concrete. Plates shall be on exposed sides and shall be chrome-plated, spring and snap type.
6. An ample number of unions shall be provided in all threaded, soldered, and glued pipelines and at all equipment to facilitate removal and replacement. Install a shutoff valve at each appliance.

7. CONTRACTOR shall provide 3/8-inch tapped and plugged connections in suction and discharge of all pumps for testing.
8. The appropriate number, size, and lengths of spool pieces and flange fillers needed for plumbing and leveling any existing piping shall be included in the price bid.
9. Valves shall be located on all branches of water supply lines where shown on the drawings. Position valves to facilitate access and operation.

3.02 FIELD QUALITY CONTROL

A. Site Tests:

1. CONTRACTOR shall include the cost of all testing, cleaning, and disinfection in the price bid.
2. All piping, interior or exposed, shall be subject to test before being covered with insulation or paint. All piping and appurtenances shall be watertight or airtight and free from visible leaks.
3. All piping shall be flushed or blown out after installation prior to testing.
4. CONTRACTOR shall provide all necessary piping connections, water, air, test pumping equipment, water meter, bulkheads, valves, pressure gauge, and other equipment, materials and facilities necessary to complete the specified tests. CONTRACTOR shall provide all temporary sectionalizing devices and vents as required for testing.
5. Pressure Tests: The test pressure in all lines shall be held for 1 hour during which time the leakage allowance shall not exceed that specified. In case repairs are required, the pressure test shall be repeated until the pipeline installation conforms to the specified requirements. Pumps, air compressors, instrumentation, and similar equipment shall not be subjected to the pressure tests.
6. Test Requirements:

Fluid Abbreviation or Name	Minimum Test Pressure in psi	Test Medium	Leakage Allowance Designation
Potable Water	150	Water	"A"

7. Leakage allowance Designation "A" shall mean zero leakage for unburied pipe and shall be not more than 0.002 gallons per hour per inch diameter per 100 feet of buried pipe for compression or solder joint pipe.

3.03 CLEANING AND DISINFECTION

- A. All equipment and materials shall be clean before installation. CONTRACTOR shall disinfect and flush the system before it is put on line.
- B. CONTRACTOR shall obtain water samples and arrange for analysis of water in potable systems for bacteria as part of the Lump Sum Bid. Copies of test results shall be submitted to OWNER and ENGINEER.

END OF SECTION

SECTION 16010

GENERAL ELECTRICAL REQUIREMENTS

PART 1-GENERAL

1.01 SUMMARY

- A. Work includes general requirements for all electrical work.
- B. Related Sections and Divisions: Applicable provisions of Division 1 shall govern work in this section.

1.02 REFERENCES

- A. ANSI/NFPA 70-National Electric Code.
- B. ANSI/IEEE C2-National Electrical Safety Code.

1.03 CONTRACT DOCUMENTS

- A. Any equipment roughed in improperly and/or not positioned on implied centerlines or as dictated by good practice shall be repositioned at no cost to OWNER.
- B. The drawings are generally diagrammatic, and CONTRACTOR shall coordinate the Work so that interferences are avoided. Provide all offsets in conduit, fittings, etc., necessary to properly install the work. All offsets, fittings, etc., shall be provided without additional expense to OWNER.
- C. Classified locations, where referenced in the Specifications or on the Drawings, shall be as defined in the NEC.

1.04 REGULATORY REQUIREMENTS

- A. Conform to ANSI/NFPA 70.
- B. Conform to ANSI/IEEE C2.
- C. The rules and regulations of the federal, state, local, and civil authorities and utility companies in force at the time of execution of the Contract shall become a part of this specification.
- D. Obtain electrical permits and inspections from authority having jurisdiction. Costs for permits and inspections shall be by CONTRACTOR.

1.05 CODES AND ORDINANCES

- A. CONTRACTOR is expected to know or to ascertain, in general and in detail, the requirements of all codes and ordinances applicable to the construction and operation of systems covered by this Contract. CONTRACTOR shall know or ascertain the rulings and

interpretations of code requirements being made by all authorities having jurisdiction over the work to be performed by them.

- B. In preparing a Bid, CONTRACTOR shall include the cost of all items and procedures necessary to satisfy the requirements of all applicable codes, ordinances, and authorities, whether or not these are specifically covered by the drawings and specifications. All cases of serious conflict or omission between the drawings, specifications, and codes shall be brought to ENGINEER's attention as herein before specified. CONTRACTOR shall carry out work and complete construction as required by applicable codes and ordinances and in such manner as to obtain approval of all authorities whose approval is required.
- C. When requested by ENGINEER, CONTRACTOR shall provide written calculations to show compliance with applicable codes or the Contract Documents. This shall include, but not be limited to, conduit and wire sizing, junction and pull box fill and sizing, manhole/handhole sizing, conductor derating, and voltage drop. CONTRACTOR shall indicate calculation method used as well as compliance with applicable code, drawing, or specification.

1.06 EQUIPMENT PROVIDED UNDER OTHER DIVISIONS

- A. Included in this Contract are electrical connections to equipment provided under other divisions. CONTRACTOR shall refer to final shop drawings for equipment being furnished under other divisions, for exact location of electrical devices, and the various connections required.

1.07 ELECTRICAL DISTRIBUTION SYSTEM

- A. Provide a complete electrical distribution system consisting of components indicated on the drawings or specified herein, including, but not limited to:
 - 1. All miscellaneous equipment coordination and related appurtenances required by power company.
 - 2. 480/277-volt, 3-phase, 4-wire service entrance conductors.
 - 3. Feeders, branch wiring, electrical distribution equipment.
 - 4. All control wiring.
 - 5. Wiring between system components if equipment is not prewired.
 - 6. Support system design and supports for electrical raceways.
 - 7. Code required disconnects.
- B. CONTRACTOR shall connect the following equipment furnished by Divisions 11 and 15 consisting of components indicated on the drawings or specified herein, including, but not limited to:
 - 1. Unit heater.
 - 2. Pumps, starters, and control panels.
 - 3. Air exhaust fans.
- C. Provide balancing and adjusting of electrical loads.
- D. CONTRACTOR shall instruct OWNER's representative in the operation and maintenance of all equipment. The instruction shall include a complete operating cycle on all apparatus.
- E. Provide miscellaneous items for a complete and functioning system as indicated on the drawings and specified herein.

- F. A partial list of work not included in Division 16 is as follows: Painting (except as otherwise specified herein).

1.08 NOISE

- A. Eliminate any abnormal noises which are not considered by ENGINEER to be an inherent part of the systems as designed. Abnormal buzzing in equipment components will not be acceptable.

1.09 DRAWINGS

- A. The drawings indicate approximate locations of the various items of the electrical systems. These items are shown approximately to scale and attempt to show how these items should be integrated with construction. Locate all the various items by on-the-job measurements in conformance with Contract Documents and cooperation with other trades.
- B. Prior to locating equipment, confer with ENGINEER as to desired location in the various areas. In no case should equipment locations be determined by scaling drawings. Relocate equipment and bear cost of redoing work or other trades' work necessitated by failure to comply with this requirement.
- C. In certain instances, receptacles, switches, light fixtures, or other electrical devices and equipment, etc., may be relocated. Where relocation is within 10 feet of location shown on the drawings, and when CONTRACTOR is informed of necessary relocation before work is begun on this portion of the job, the relocation shall be at CONTRACTOR's expense.
- D. The drawings are schematic in nature and are not intended to show exact locations of conduit, but rather to indicate distribution, circuitry, and control.

1.10 EXISTING UNDERGROUND UTILITIES

- A. The drawings show approximate location of existing underground electrical based on OWNER-provided record drawings. CONTRACTOR shall excavate and verify the location of all underground electrical prior to installing new electrical equipment and prior to making modifications to existing electrical. This shall include, but not be limited to, feeders to structures and equipment, branch circuit wiring, instrument wiring, and control wiring.

1.11 SUBMITTALS

- A. CONTRACTOR shall submit to ENGINEER for approval prior to beginning work, shop drawings on the equipment and materials proposed to be furnished and installed. See Section 01300-Submittals for requirements.
- B. CONTRACTOR shall, in addition, submit drawings and/or diagrams for review and for job coordination in all cases where deviation from the Contract drawings are contemplated because of job conditions, interference or substitution of equipment, or when requested by ENGINEER for purposes of clarification of CONTRACTOR's intent. CONTRACTOR shall also submit detailed drawings, rough-in sheets, etc., for all special or custom-built items or equipment. Drawings and details under this section shall include, but not be limited to, the following, where applicable to this project:
 1. Electrical interconnection wiring diagrams; see Section 16480-Motor Control.

2. Major feeder routing in plan and elevation, including service entrance raceways and cable.
- C. These drawings and diagrams shall show all electrical switch and breaker sizes as well as the manufacturer's name and catalog number of each piece of equipment used.
- D. Equipment and material submittals must show sufficient data to indicate complete compliance with Contract Documents as follows:
 1. Proper sizes and capacities.
 2. Construction materials and finishes.
- E. When the manufacturer's reference numbers are different from those specified, provide correct cross-reference number for each item. The shop drawings shall be clearly marked and noted accordingly.
- F. When equipment and items specified include accessories, parts, and additional items under one designation, shop drawings shall be complete and include all components.
- G. See additional requirements of shop drawings under Division 1-General Requirements.

PART 2-PRODUCTS

2.01 STANDARD PRODUCTS

- A. All equipment and products shall be of new manufacture per applicable specifications.
- B. All equipment shall be UL and NEMA approved.
- C. Unless specified otherwise, major distribution equipment shall each be by the same manufacturer.
- D. All equipment and wiring shall be selected and installed for conditions in which it will perform (e.g., general purpose, weatherproof, raintight, explosionproof, dustproof, or any other special type).

2.02 SUBSTITUTION OF MATERIALS AND EQUIPMENT

- A. While it is not the intention of OWNER to discriminate against any manufacturer of equipment which may be equivalent to specified equipment, a strict interpretation of such equivalency will be exercised in considering any equipment offered as a substitute for specified equipment. CONTRACTOR shall submit with each request for approval of substitute material or equipment, sufficient data to show conclusively that it is equivalent to that specified in the following respects:
 1. Performance:
 - a. Capacity at conditions and operating speeds scheduled shall be equal to or greater than that of the specified equipment.
 - b. Energy consumption at the point of rating shall not exceed that of the specified equipment.
 - c. Vibration and noise production at the point of rating shall not exceed that of the specified equipment.
 2. Materials of construction.

3. Gauges, weights and sizes of all portions and component parts.
 4. Design arrangements, methods of construction, and workmanship.
 5. Coatings, finishes, and durability of wearing parts.
 6. National reputation of the manufacturer as a producer of first quality equipment of the type under consideration.
 7. Availability of prompt, reliable and efficient service facilities franchised by or affiliated with the equipment manufacturer. This shall include the maintenance of local stocks of critical replacement parts equal to those maintained for the specified equipment.
- B. Requests for substitution shall include CONTRACTOR's reason for the request.
- C. If ENGINEER does not consider the items equivalent to those specified, CONTRACTOR shall provide those specified.
- D. See General Conditions for additional requirements.

PART 3-EXECUTION

3.01 UTILITY SERVICES

- A. Utility connection requirements shall be determined. All costs for coordinating utility service shall be included in the price bid as described in Section 16420-Electrical Service System of these specifications.
- B. All costs for temporary service, temporary routing of piping, or any other requirements of a temporary nature associated with the utility service shall be included in the Base Bid.
- C. It is the intent that in the latter stages of construction, the permanent electrical service will be used and the temporary construction service discontinued. The following requirements shall govern the use of the permanent services.
1. Only permanently connected and protected circuits and outlets shall be available.
 2. Temporary wiring shall not be connected to permanent distribution equipment.
 3. Under the above conditions, the use of permanent service equipment shall in no way affect the Contract conditions of the guarantee.
- D. It shall be CONTRACTOR's responsibility to police this situation and protect their equipment.

3.02 CONTINUITY OF SERVICE

- A. CONTRACTOR shall provide and maintain continuous services (power, controls, alarms, etc.) during the entire construction period, except for interruptions scheduled and coordinated with OWNER.
- B. No service shall be interrupted or changed without permission from OWNER. Written permission shall be obtained before any work is started.
- C. When interruption of service is required, all persons concerned shall be notified and a prearranged time agreed upon. Notice shall be a minimum of 72 hours prior to the interruption.

3.03 CLEANING UP AND REMOVAL OF RUBBISH

- A. All control panels, motor starter and disconnect switch enclosures, junction boxes, and pullboxes shall be cleaned of debris and wires neatly arranged with surplus length cut off prior to installation of covers.
- B. All lighting fixture lenses and lamps shall be cleaned at the time of installation, and all lens exteriors shall be cleaned just prior to final inspection.
- C. Equipment shall be thoroughly cleaned of all stains, paint spots, dirt, and dust. All temporary labels not used for instruction or operation shall be removed.

3.04 CONCRETE WORK

- A. All cast-in-place concrete for new electrical equipment bases shown on the drawings shall be provided by CONTRACTOR, except where specifically noted to be provided by others. All new equipment shall be set on 3 1/2-inch, minimum, above finished grade, leveling slabs or as shown on the drawings, including control panels. Pads shall be 3 inches larger than equipment being supported.
- B. Concrete shall be minimum 6-bag, 4,000 psi, air entrained, cast-in-place concrete. Reinforcing shall be grade 60. Concrete shall comply with Section 03300–Cast in Place Concrete.
- C. Provide all anchor bolts, metal shapes, and templates to be cast in concrete or used to form concrete for support of electrical equipment.

3.05 PAINTING

- A. All painting of electrical equipment shall be done by CONTRACTOR unless equipment is specified to be furnished with factory-applied finish coats.
- B. All electrical equipment shall be provided with factory-applied prime finish, unless otherwise specified.
- C. If the factory finish on any equipment furnished by CONTRACTOR is damaged in shipment or during construction, the equipment shall be refinished by CONTRACTOR.
- D. One can of touch-up paint shall be provided for each different color factory finish which is to be the final finished surface of the product.

3.06 CAULKING

- A. Caulk with a caulking sealant where indicated on the electrical drawings or hereinafter specified.
- B. Caulking sealant shall be silicone construction sealant as manufactured by General Electric or two-part polysulfide conforming to the requirements of and bearing the seal of the Thiokol Chemical Corporation.
- C. Caulking sealant shall contain no acid or ingredients which will stain stone, corrode metal, or have injurious effect on painting. It shall be colored to match adjacent surroundings.

D. Caulking shall be performed by craftsman skilled at such work.

3.07 COORDINATION

- A. Provide wiring for all motors and all electrically-powered or electrically-controlled equipment.
- B. All starters, disconnects, relays, wire, conduit, push-buttons, pilot lights, and other devices for the power and control of motors or electrical equipment shall be provided by CONTRACTOR except as specifically noted elsewhere in these specifications or on the drawings.
- C. Where starters or other devices are provided by others, they shall be connected and wired by CONTRACTOR.
- D. CONTRACTOR's drawings and specifications shall show number and horsepower rating of all motors furnished together with their actuating devices. Should any change in size, horsepower rating, or means of control be made to any motor or other electrical equipment after the Contract is awarded, any additional costs because of these changes shall be the responsibility of CONTRACTOR.
- E. All motors shall be provided for starting in accordance with local utility requirements and shall be compatible with starters as specified herein or under the various trades' sections of these specifications.
- F. CONTRACTOR shall provide all power and control wiring and connect all equipment complete and ready to operate.
- G. CONTRACTOR shall connect and wire all apparatus according to approved wiring diagrams furnished by the various trades.
- H. Motors 1/2 hp and larger shall be NEMA-rated 230/208-volts, three-phase, 60 Hz, unless otherwise shown. Motors 1/3 hp and below shall be 115-volt, single-phase, 60 Hz, unless otherwise shown.

3.08 EXCAVATION AND BACKFILL

- A. Backfill of exterior trenches shall be compacted granular fill, unless otherwise noted. Refer to Section 16110—Conduit for additional requirements associated with PVC conduit installed in earth.
- B. Lines passing under foundation walls shall have a minimum of 1 1/2-inch clearance.
- C. Care shall be taken so that there is no disturbance of bearing soil under foundations.

3.09 EQUIPMENT ACCESS AND LOCATION

- A. CONTRACTOR shall coordinate work of this division with that of other divisions so that all systems, equipment, and other components will be installed at the proper time, will fit the available space, and will allow proper service access to those items requiring maintenance. This means adequate access to all equipment not just that installed under this division. Any components for the electrical systems that are installed without regard to the above shall be

removed and relocated as required to provide adequate access at CONTRACTOR's expense.

- B. All equipment, junction and pull boxes, and accessories shall be installed to permit access to equipment for maintenance. Any relocation of conduits, equipment, or accessories to provide maintenance access shall be accomplished by CONTRACTOR at no additional cost.
- C. Electrical equipment, devices, instruments, hardware, etc. shall be installed with ample space allowed for removal, repair, calibration, or changes to the equipment. Ready accessibility to equipment and wiring shall be provided without moving other equipment which is to be installed or which is already in place.
- D. Locate electrical equipment to fit the details, panels, or finish of the space. ENGINEER shall reserve the right to make minor position changes before the work has been installed.

3.10 WORKMANSHIP

- A. Install work using procedures defined in NECA Standard of Installation.
- B. Location of process equipment as shown on the drawings is approximate.
- C. Utilization equipment and control devices required under these specifications shall be mounted in a code-approved manner.
- D. Locations of utilization equipment and control devices as shown on drawings are within 10 feet of actual positions. Any mounting of this equipment within this 10-foot distance will be performed at no additional cost to OWNER.
- E. Unless otherwise noted, equipment shall be fastened to foundation, structure, or equipment framework and not placed on the floor.
- F. Where materials, equipment apparatus, or other products are specified by manufacturer brand name and type of catalog number, such designation is to establish standards of desired quality and style and shall be the basis of the bid.
- G. Materials and equipment of the types for which there are National Board of Fire Underwriters' Laboratories (UL) listing shall be so labeled and shall be used by CONTRACTOR.

3.11 AREA CLASSIFICATION

- A. As noted on the drawings.

3.12 MODIFICATIONS TO EXISTING CONSTRUCTION

- A. Alterations:
 - 1. Alter, extend, and reconnect conduits as necessary.
 - 2. Reconnect existing conduits which were reused, cut, or exposed because of construction as quickly as possible.
 - 3. Where wiring is involved, new wires shall be "pulled-in" between the nearest available accessible reused junction to the extent allowed by the governing code.
 - 4. Provide new conduits for wires if they cannot be "pulled-in" to existing conduits.

5. All new conduits, wiring, and electrical items shall be connected to the existing systems so as to function as a complete unit.
 6. Where existing electrical equipment, devices, electrically operated items, etc., interfere with any rehabilitation work, they shall be removed and reinstalled in another location to avoid such interferences. All existing and relocated equipment shall be left in good operating condition.
- B. CONTRACTOR shall remove all conduit and wiring associated with items specified herein and/or shown on the drawings to be removed.
- C. Include in Bid removal of existing electrical material and equipment as specified hereinafter, as noted on the drawings, or as needed by field conditions.

END OF SECTION

SECTION 16110

CONDUIT

PART 1-GENERAL

1.01 SUMMARY

- A. Work Included:
 - 1. Rigid metal conduit and fittings.
 - 2. PVC internally and externally coated galvanized rigid metal conduit.
 - 3. Polyvinyl chloride conduit and fittings.
 - 4. Liquidtight flexible metal conduit and fittings.
 - 5. Conduit seals and special fittings.
- B. Related Sections and Divisions: Applicable provisions of Division 1 shall govern work in this section.

1.02 REFERENCES

- A. ANSI C80.1-Electrical Rigid Steel Conduit (ERSC).
- B. ANSI/NEMA FB 1-Fittings and Supports for Conduit and Cable assemblies.
- C. NEMA RN 1-Polyvinyl-Chloride (PVC) Externally and Internally-Coated Galvanized Rigid Steel Conduit.

1.03 QUALITY ASSURANCE

- A. Manufacturers of Raceways: Firms regularly engaged in the manufacture of electrical raceways of the types and capacities required whose products have been in satisfactory use in similar service for not less than 5 years.
- B. Installer: A firm with at least 5 years of successful installation experience on projects with electrical wiring installation work similar to that for the project.
- C. Code Compliance: Comply with National Electrical Code (NFPA 70) and any and all local codes as applicable to construction and installation of electrical wiring devices, material, and equipment herein specified.
- D. UL Labels: Provide electrical cable, raceways, wire, connectors, outlets, switches, etc., which have been listed and labeled by Underwriters Laboratories.
- E. Prior to shipment to the site, all conduit provided shall be new, unused material and may not have been stored outdoors or exposed to weather.
- F. NECA Standard: Comply with applicable portions of National Electrical Contractor's Association's "Standard of Installation."

1.04 SUBMITTALS

- A. Submit shop drawings and product data in accordance with provisions of Section 01300–Submittals.

1.05 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Provide color-coded thread protectors on the exposed threads of threaded rigid metal conduit.
- B. Handle conduit carefully to prevent end-damage and to avoid scoring the finish.
- C. Store conduit inside and protect from weather. When necessary to store outdoors, elevate well above grade and enclose with durable, waterproof wrapping.

PART 2–PRODUCTS

2.01 RIGID METAL CONDUIT AND FITTINGS

- A. Rigid Steel Conduit: ANSI C80.1. Heavy wall seamless tubing with hot-dipped galvanized coating.
- B. Conduit bodies for rigid steel conduit shall be as manufactured by Appleton, Form 35, or equal, and be constructed of stamped steel for sizes 2 inches and under, and cast malleable iron for sizes over 2 inches. Conduit bodies shall have built-in pulling rollers, domed gasketed covers, and stainless steel screws. Covers for conduit bodies must have bolts that thread into the conduit body. Snaptight and wedgenut covers are not allowed. CONTRACTOR shall select body style and size according to application.
- C. PVC-coated conduit and fittings shall be internally and externally hot dipped galvanized rigid metal conduit with hot dipped galvanized threads and PVC coating. PVC coating shall be UL listed with rigid metal conduit as the primary means of corrosion protection for the conduit, and PVC coating shall have an external 40 mil thickness with an internal 2 mil urethane coating. Acceptable manufacturers shall be Plasti-bond RedH₂OT by Robroy Industries, Ocal-Blue by Thomas & Betts, or equal. PVC-coated conduit and fittings shall meet the following listings and manufacturing standards, without exception. All installers shall be field-certified from the factory for installation and shall provide proof of certification:
 - 1. ANSI C80.1.
 - 2. UL6.
 - 3. NEMA RN1.
- D. Conduit bodies for PVC-coated rigid conduit shall be as manufactured by Plasti-bond RedH₂OT by Robroy Industries, Ocal-Blue by Thomas & Betts, or equal, and have a 40 mil PVC exterior coating and 2 mil red urethane interior coating. Conduit bodies shall be Form 8 style or pulling elbow and include pulling rollers, domed, gasketed covers and stainless steel screws. Covers for conduit bodies must have bolts that thread into the conduit body. Snaptight and wedgenut covers are not allowed. CONTRACTOR shall select body style and size according to application.
- E. Fittings and Conduit Bodies: ANSI/NEMA FB1; threaded-type material to match conduit. Split couplings are not allowed.

2.02 POLYVINYL CHLORIDE CONDUIT (PVC) AND FITTINGS

- A. Conduit: Heavy wall rigid, Schedule 40, Schedule 80 where noted, UL listed for underground, encased, and aboveground applications. PVC conduit installed in exterior locations shall be UV-resistant.
- B. Conduit bodies for PVC conduit shall be as manufactured by Carlon, or equal, and be suitable for use with Schedule 40 or Schedule 80 PVC conduit. Conduit bodies shall have smooth hubs, textured lids, and foam-in-place gaskets. CONTRACTOR shall select body style and size per application.

2.03 LIQUIDTIGHT FLEXIBLE CONDUIT AND FITTINGS

- A. Liquidtight Flexible Metal Conduit:
 - 1. Conduit: Spiral-wound, electrogalvanized, single-strip steel with integral grounding conductor continuously enclosed within the entire length of the convolutions. The flexible PVC jacket shall be sunlight-resistant, flame-retardant, and resistant to damage from mild acids. Conduit shall be UL Listed and be rated for installation in Class I, Division 2, Groups C and D locations. Conduit shall be Liqueflex Type LA, or equal.
 - 2. Fittings: UL listed with thermoplastic elastomer sealing gasket. Provide stainless-steel fittings outdoors and in NEMA 4X locations, unless noted otherwise.

2.04 CONDUIT SEALS AND SPECIAL FITTINGS

- A. Conduit Seals: Duct sealing compound, OZ Gedney Type DUX, or equal.
- B. Expansion Fittings: Crouse Hinds or Robroy, type XJG, or equal, for rigid or PVC-coated rigid conduit. Crouse-Hinds, type XD, or equal for PVC conduit.
- C. Ground Bushings: Crouse Hinds Model GLL, or equal.
- D. Expansion-Deflection Fittings: OZ type "DX", Crouse-Hinds, type XD (PVC conduit only), or Appleton.
- E. Mechanical Seals: 316 stainless steel, Link Seal, or equal. Link Seals shall be provided with 316 stainless steel bolts, nuts, and fasteners.
- F. Conduit Clamps, Straps, and Supports: Fiberglass, PVC or 316 stainless steel with no crevices.
- G. Watertight Hubs: Die-cast, insulated, and gasketed, rated for wet or dry locations, indoors or outdoors. Watertight hubs shall be Appleton HUBXXXDN, Crouse Hinds Meyers Hubs, or equal.
- H. Conduit Plugs: Kwik N Sure pipe plug as manufactured by Cherne Industries, or equal. Plug shall include natural rubber O-ring with galvanized wing nut and hex nut.

PART 3-EXECUTION

3.01 CONDUIT SIZING, ARRANGEMENT, AND SUPPORT

- A. Size conduits for branch circuit conductors, control wires, and instrumentation cables so as to have not less than 25% spare capacity after installation; 3/4-inch minimum size. Minimum size for liquidtight flexible metal conduit is 1/2-inch.
- B. Maintain at least 1-inch separation between conduit sizes to 1 1/2 inches; 2 inches between conduits 1 1/2 inches or larger. Maintain 1-foot separation between signal conduits (below 100 volts) and power conduits (100 volts and above).
- C. All conduit shall be supported in accordance with the NEC and as specified herein. This shall apply to all conduit types, including flexible conduit.

3.02 GENERAL CONDUIT INSTALLATION REQUIREMENTS

- A. Provide for the proper application, installation, and location of inserts and supports and anchor bolts for a satisfactory raceway system. Where any component of the raceway system is damaged, replace or provide new raceway system.
- B. Run conduits concealed to avoid adverse conditions such as heat and moisture, to permit drainage, and to avoid all materials and equipment of other trades.
- C. Ream conduit smooth at ends, cap upon installation, rigidly attach to structural parts of support structures, and securely fasten to all outlet boxes, panel cabinets, junction boxes, pull boxes, splicing chambers, safety switches, and all other components of the raceway system.
- D. Independently support or attach the raceway system to structural parts of construction in accordance with good industry practice.
- E. Conduits passing through masonry, concrete, or similar construction shall be cast-in-place using PVC-coated rigid conduit extending completely through the construction.
- F. Where wall penetrations through existing walls are below grade, cored openings shall be sealed with waterproof mechanical seals. Cores shall be pitched slightly so that conduit slopes away from building or structure. Sleeve diameter shall be provided and mechanical seals installed as recommended by the manufacturer.
- G. Conduit shall not be run in slabs-on-grade or structural topping slabs.
- H. Conduits installed for future equipment or electrical work shall be cut off and capped flush with finished grade or slab. Conduit ends shall have threaded fittings to accommodate future conduit installation.
- I. Provide all empty raceways 2 1/2 inches and over with No. 10 galvanized fishwire, and nylon cord for conduits smaller than 2 1/2 inches. Empty raceways and fishwire/nylon cord shall be identified with permanent label, and label shall include conduit termination point. All empty conduits shall be threaded, capped, and flush with finished grade or slab. Exposed conduits shall be threaded and capped.

- J. Provide conduit raceway for exposed cables that are not UV resistant. This shall include, but not be limited to, instrument wiring, motor terminators, pump cables, float cables, etc.
- K. Provide conduit expansion fittings as specified herein, in all conduit runs that cross a structural expansion joint, and for conduits protruding from earth where the conduit is terminated within 5 feet of finished grade.
- L. Provide conduit expansion/deflection fittings as specified herein in all conduit runs where movement perpendicular to axis of conduit may be encountered.
- M. All conduits that protrude from poured concrete shall be PVC-coated rigid conduit. Conduit shall extend continuously (i.e., no joints) a minimum of 4 feet beyond the poured concrete (both sides).
- N. Conduit seals shall be provided when conduits pass from an interior to exterior location.
- O. Where fittings are brought into an enclosure with a knock-out, a gasket assembly consisting of an O-ring and retainer shall be installed on the outside. Fittings shall be insulated throat type.
- P. All conduits entering or passing through areas that are "hazardous areas" as defined by the NEC, NFPA, or as noted on the drawings, shall be sealed as specified herein, following manufacturer's recommended installation methods.
- Q. All conduits located in hazardous areas are to be installed in accordance with NEC.
- R. PVC conduit shall be securely fastened to building structure at intervals not exceeding 3 feet, or closer.
- S. All conduit installed below grade shall be buried a minimum of 2 feet 0 inches.
- T. PVC conduit installed in earth shall be bedded in compacted sand with a minimum of 6-inch cover on all sides.
- U. Conduit bends for PVC conduit shall be made using a hot box, heat blanket, or glycol bender. Open flame or point heat sources of any type are not allowed.
- V. The PVC-coated rigid conduit manufacturer's touch-up compound shall be used on all conduit interior and exterior bare steel exposed because of nicks, cuts, abrasions, thread cutting and reaming; minimum six coats.
- W. Conduit penetrations for all exterior enclosures (e.g., disconnects, junction boxes, control panels, etc.) shall utilize watertight hubs and enter the sides or bottom of the enclosure. Conduits shall not penetrate the top of the enclosure.
- X. Liquidtight flexible conduit shall be installed in such a manner that liquids tend to run off the surfaces and not drain towards the fittings.

3.03 CONDUIT INSTALLATION SCHEDULE

- A. The following schedule lists specific conduit types allowed in designated areas. Those areas not listed under a specific conduit type shall not have that type of conduit installed.

1. Rigid steel:
 - a. Structural slabs.
 - b. All exposed interior locations.
2. PVC Coated Rigid Steel:
 - a. Conduits protruding from concrete.
 - b. Interior and exterior locations requiring mechanical protection.
 - c. Earth.
 - d. Exterior locations and locations exposed to weather.
 - e. Within 6 feet of a structure footing or wall.
3. PVC:
 - a. Earth, except within 6 feet of a building or structure footing, wall, or manhole/handhole. PVC conduit under pavement or roadways shall be Schedule 80.
 - b. Service entrance ground conductors.
 - c. Buried below slabs on grade.
4. Liquidtight flexible metal conduit not over 3 feet in length for final connections to:
 - a. Equipment in wet locations.
 - b. Equipment with sliding bases or flexible positioning.
 - c. Equipment with vibration isolation mounting.
 - d. Equipment housing ferromagnetic cores or with integral moving components capable of generating noise or vibrations, including transformers and motors.

END OF SECTION

SECTION 16120

WIRE

PART 1-GENERAL

1.01 SUMMARY

- A. Work Included:
 - 1. Wire.
 - 2. Terminal blocks and accessories.
 - 3. Wiring connections and terminations.
- B. Related Sections and Divisions: Applicable provisions of Division 1 shall govern work in this section.

1.02 QUALITY ASSURANCE

- A. Manufacturers of Wire: Firms regularly engaged in the manufacture of electrical wire products of the types and ratings needed whose products have been in satisfactory use in similar service for not less than 5 years.
- B. Installer: A firm with at least 5 years of successful installation experience on projects with electrical wiring installation work similar to that in this project.
- C. Code Compliance: Comply with National Electrical Code (NFPA 70) and any and all local codes as applicable to construction and installation of electrical wiring devices, material, and equipment herein specified.
- D. UL Labels: Provide electrical raceways, wire, connectors, outlets, switches, etc., which have been listed and labeled by Underwriters Laboratories.
- E. NECA Standard: Comply with applicable portions of National Electrical Contractor's Association's "Standard of Installation."

1.03 SUBMITTALS

- A. Submit shop drawings and product data under the provisions of Section 01300-Submittals.
- B. Submit shop drawings for wiring system including layout of distribution devices, branch circuit conduit and cables, circuiting arrangement, and outlet devices.
- C. Submit manufacturer's instructions.

1.04 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Provide factory-wrapped, waterproof, flexible barrier material for covering wire on wood reels, where applicable; and weather-resistant fiberboard containers for factory-packaging of wire, connectors, outlets, boxes, lamps, fuses, etc., to protect against physical damage in transit. Do not install damaged wire or other material; remove from project site.

- B. Store wire and other material in factory-installed coverings in a clean, dry, indoor space which provides protection against the weather.

PART 2-PRODUCTS

2.01 WIRE

- A. All wire for permanent installation shall be new stranded copper, delivered to project in unopened cartons or reels, except where specifically noted and be UL listed for the use intended. No wire smaller than 12 AWG shall be used unless specifically noted. The use of multi-conductor cable is NOT ALLOWED.
- B. Motor circuit branch wiring and associated control wiring:
 - 1. Insulation type shall be THHN.
 - 2. Minimum size for motor control wiring shall be 14 AWG.
 - 3. Control wiring for supervisory equipment shall be shielded, sized per equipment manufacturer's recommendations, or as shown on drawings.
- C. All power wiring to motors utilizing Variable Frequency Drives (VFDs) shall be type XHHW-2.
- D. All wiring within control panels and supervisory control centers shall be insulation type MTW, minimum size 16 AWG.
- E. Wiring in dry locations shall be THHN. Wiring in damp and wet locations shall be type XHHW-2. Damp and wet locations shall include but not be limited to exterior locations, unconditioned spaces, buried conduits, wet wells, and any washdown areas.
- F. All available colors shall be used; however, green shall be used only for equipment grounds. Where color-coded wire in larger sizes is not available, one wrap of 1-inch-wide, colored, self-adhesive tape at each terminal end shall be used for identification. Initial phase color shall be used throughout the run, even for switch legs. Colors must meet code requirements for each class voltage. Do not duplicate colors, including neutral, on different voltages.
- G. Refer to Section 16195-Electrical Identification for conductor labeling and insulation color requirements.
- H. Circuits 150 feet or over shall be sized for a maximum 2% voltage drop.

2.02 WIRING CONNECTIONS AND TERMINATIONS

- A. Provide crimp type UL or ETL listed terminations for 6 AWG and smaller stranded conductor connections to electrical devices and equipment such as receptacles, switches, and terminal strips. Crimp devices shall be Sta-kon, or equal.
- B. Provide insulated, silicone-filled spring wire connectors with plastic caps for 8 AWG conductors and smaller. Connectors shall be King Silicone-Filled Safety Connectors, or equal. Spring wire connectors shall only be allowed in junction, outlet, or switch boxes.
- C. Provide in-line splices for all conductor connections, 6 AWG and larger. Splice crimp component shall be Burndy copper compression splice long barrel, beveled entry, type YS, or equal. Splice shall be made with crimp tool by manufacturer that allows expanded

conductor ranges. Splice insulation component shall be Raychem heavy-wall, low voltage tubing, type WCSM, or equal. No splices will be allowed unless acceptable to ENGINEER.

2.03 TERMINAL BLOCKS AND ACCESSORIES

- A. Terminal Blocks: ANSI/NEMA ICS 4: UL listed or UL recognized under UL 467, UL 486E, UL1059, and UL 1953 (power terminals only).
- B. Power Terminal Blocks: Unit construction type, closed-back type, tin-plated copper, with tubular pressure screw connectors, rated 600 volts as manufactured by Allen-Bradley 1492-PDL, or equal.
- C. Signal and Control Terminal Blocks:
 - 1. General-Purpose Terminal Blocks:
 - a. Terminal blocks shall be rated up to 600 volts AC/DC.
 - b. Terminal blocks shall accept center-mounted jumper bars without increasing the installed space.
 - c. Terminal blocks shall be Allen-Bradley Bulletin 1492-J3, 1492-J4, 1492-J6, or equal, depending on the application.
 - d. Terminal block color shall be gray.
 - 2. Grounding Terminal Blocks:
 - a. Terminal blocks shall accept 22- to 14-AWG conductors.
 - b. Terminal blocks shall be Allen-Bradley Bulletin 1492-JG3, or equal.
 - c. Terminal block color shall be green/yellow.
 - 3. Disconnect-type Terminal Blocks:
 - a. Terminal blocks shall be rated up to 300 volts AC/DC.
 - b. Terminal blocks shall be feed-through type with a knife-blade disconnect.
 - c. Terminal blocks shall be Allen-Bradley Bulletin 1492-JKD3, 1492-JKD4, or equal, depending on the application.
 - d. Terminal block color shall be gray.
 - 4. Fuse-type Terminal Blocks with Indicator (300-Volt Class):
 - a. Terminal blocks shall be rated up to 15 amps.
 - b. Terminal blocks for applications from 100 to 300 volts AC shall be Allen-Bradley Bulletin 1492-H4, or equal, with neon blown-fuse indicator.
 - c. Terminal blocks for applications from 10 to 50 volts AC/DC shall be Allen-Bradley Bulletin 1492-H5, or equal, with LED blown-fuse indicator.
 - d. Terminal blocks shall accept 1/4-inch by 1 1/4-inch fuses.
 - e. Terminal block color shall be black.
 - 5. Fuse-type Terminal Blocks with Indicator (600-Volt Class):
 - a. Terminal blocks shall be rated up to 20 amps.
 - b. Terminal blocks shall be Allen-Bradley Bulletin 1492J3P, or equal, with associated indicating-type fuse plug.
 - c. Terminal blocks shall accept 5-mm bu 20-mm fuses.
 - d. Terminal block color shall be gray.
 - 6. Terminal blocks shall have self-locking screw compression clamps rated for the size of conductors being terminated and upstream overcurrent protection for each application.
 - 7. Terminal blocks with different current ratings shall be used based on the selected application; however, the same manufacturer and style of terminal block shall be used throughout the entire project for all applications.
 - 8. Terminal blocks shall have tin-plated copper current bars and tin-plated steel screws. Terminal housings shall be completely finger safe from all live circuits and be constructed of self-extinguishing material with minimum UL 94-V0 flammability rating.

9. Terminal blocks shall accept pre-printed, snap-in labeling cards on both sides without increasing the installed space. Provide terminal block manufacturer's end barriers and screw-type retainers for all terminal block groupings.
 10. Terminals shall be a maximum of 2.2 inches tall. Maximum terminal block width shall be as follows:
 - a. Terminal blocks rated up to 25 amps and grounding terminal blocks: maximum .20 inches wide.
 - b. Terminal blocks rated from 25 to 50 amps: maximum .32 inches wide.
 11. Terminal blocks shall mount on standard DIN rail and shall be able to be removed without removing adjacent terminal blocks.
 12. Multi-level terminal blocks and stacked, single-level terminal block installations are not acceptable.
- D. Refer to Section 16195—Electrical Identification for terminal block labeling requirements.

PART 3—EXECUTION

3.01 INSPECTION

- A. Examine the areas and conditions under which the Work is to be installed and notify CONTRACTOR of conditions detrimental to the proper and timely completion of the Work. Do not proceed with the Work until unsatisfactory conditions have been corrected.

3.02 GENERAL WIRING METHODS

- A. Install electrical wire and connectors in accordance with the manufacturer's written instructions; applicable requirements of the NEC, the National Electrical Contractors Association's "Standard of Installation"; and in accordance with recognized industry practices so that products serve the intended functions.
- B. Place an equal number of conductors for each phase of a circuit in same raceway.
- C. Splice only in junction or outlet boxes. Splicing is not allowed in disconnects, manholes, motor control centers, control panels, etc. Avoid splices between terminals of interconnecting power and control wiring.
- D. Spring wire connectors shall only be used in junction, outlet, or switch boxes. Equipment wireways (e.g., motor control panels, panelboards, disconnects, etc.) and control panels shall not have any spring wire connectors installed; all terminations shall be on terminal strips.
- E. Neatly train, lace, and tie wrap all wiring inside boxes, equipment, control panels, and enclosures.
- F. Make conductor lengths for parallel circuits equal.
- G. The same color shall be used for each numbered wire throughout its entire length.
- H. Terminate all wiring on terminal blocks in control panels, starter cubicles, and similar equipment. This shall include all spare or unused wires.

- I. Provide a dedicated neutral for each branch circuit or feeder requiring a neutral. Ampacity of neutral conductor shall match that of the branch circuit or feeder.
- J. Provide preprinted adhesive or heat shrink-type wire numbering labels at all terminations and splices. Wire numbering preprinted on the conductor, flag-type labels, and individual wraparound numbers (e.g., Brady labels) are not acceptable.
- K. Use appropriate wiring methods and materials for the equipment or environment.
- L. Do not use a pulling means which can damage the raceway.
- M. Conductors 6 AWG and larger shall be pulled in to conduits utilizing a tugger with built-in tension meter. CONTRACTOR shall provide a report to ENGINEER for each pull indicating maximum tension reached during the pull along with manufacturer's maximum pulling tension. Motorized machines of any type are NOT ALLOWED for any wire pulling.
- N. Signal wiring (below 100 volts) must be in a conduit separate from power and/or control wiring (over 100 volts). Signal wire shall include, but not be limited to, loop powered devices, and communication wiring (i.e., RS-232, etc.).
- O. Control wiring (e.g., internal thermal overloads, lockout stops, etc.) to motors utilizing VFDs shall be in a conduit separate from motor power wiring.
- P. Provide junction or pull boxes to facilitate the "pulling in" of wires or to make necessary connections. All raceways and apparatus shall be thoroughly blown out and cleaned of foreign matter prior to pulling in wires.
- Q. Thoroughly clean wires before installing lugs and connectors.
- R. Make splices, taps, and terminations to carry full capacity of conductors without perceptible temperature rise.
- S. Terminate spare conductors within equipment, MCCs, control panels, etc. on terminal strips and label as "SPARE." Spare wiring in pull or junction boxes may be terminated with electrical tape and labeled as "SPARE." All spare conductor labels shall indicate where the conductors terminate. Refer to Section 16195—Electrical Identification, for additional requirements.

3.03 WIRING INSTALLATION IN RACEWAYS

- A. Pull all conductors into a raceway at the same time. Use UL-listed wire-pulling lubricant for pulling 4 AWG and larger wires. Wax-based pull ring lubricant is not allowed unless it includes a Teflon additive.
- B. Install wire in raceway after all mechanical work likely to injure conductors has been completed.
- C. Completely and thoroughly swab raceway system before installing conductors.
- D. Conductors shall be installed in conduit system in such a manner that insulation is not damaged, conductors are not overstressed in pulling, and walls are not damaged. No splices are permitted except in junction boxes or outlet boxes.

- E. CONTRACTOR shall observe code limitation on the number and size of wires in an outlet box. CONTRACTOR shall either lay out work so that the wires do not exceed the particular box limitation, or provide larger boxes approved for additional capacity.
- F. Individual phases for all power wiring shall be identified with colored tape at all lugs/terminations. The same phase relation shall be maintained throughout.
- G. Circuiting is indicated diagrammatically on the drawings.

3.04 FIELD QUALITY CONTROL

- A. Inspect wire for physical damage and proper connection.
- B. Torque test conductor connections and terminations to manufacturer's recommended values.
- C. Prior to energizing, check conduit, raceways, outlet boxes, and wire for continuity of circuitry and for short circuits. Correct malfunction when detected.
- D. Subsequent to wire hook-ups, energize circuitry and demonstrate functioning in accordance with these specifications.
- E. Perform continuity test on all power and equipment branch circuit conductors. Verify proper phasing connections.
- F. Perform field inspection and testing according to provisions of this section.

3.05 TERMINAL BLOCK INSTALLATION

- A. A maximum of one conductor shall be installed on the field-wired side of each terminal block. If rated to accept more than one conductor, a maximum of two conductors shall be installed on the enclosure-wired side of each terminal block. Provide additional terminal blocks and shorting jumpers as required.
- B. Provide a separate ground-type terminal block for each shielded-cable drain conductor.
- C. Provide ten percent spare terminal blocks for each type of connected terminal block, minimum five spare terminal blocks total. For each grouping of terminal blocks, provide 25% spare DIN rail space.
- D. Maintain a minimum of 1 1/2 inches between terminal blocks and adjacent devices and enclosure wireways.

3.06 ACCEPTANCE TESTS

- A. CONTRACTOR shall furnish all materials, labor, and equipment necessary for the acceptance tests specified herein. Acceptance tests shall be performed in the presence of OWNER or OWNER's representative and must be passed before final acceptance of the work.

- B. CONTRACTOR shall be responsible for powered tests of each field installed device unless specifically noted otherwise. CONTRACTOR shall be responsible for device operation as powered from its power source.
- C. Operation Test—By operational testing, OWNER will give final acceptance of the wiring system when all of the wiring is considered a complete system. All equipment shall function and operate in the proper manner as indicated in the details of the specifications and on the drawings. All motors shall be properly connected to protective devices, and motor rotation shall be in the correct direction.
- D. At the request of OWNER's representative, demonstrate by test the compliance of the installation with these specifications and drawings, the National Electrical Code, and the accepted standards of good workmanship. These tests shall include operation of equipment, continuity of the conduit system, grounding resistance and insulation resistance.
- E. A written record of performance tests on electrical and control and instrumentation systems and equipment shall be supplied to OWNER. Such tests shall show compliance with governing codes.
- F. The transformer, feeder, and all subfeeds shall be completely phased out as to sequence and rotation. Phase sequence shall be A-B-C as follows:
 - 1. Front-to-rear, top-to-bottom, or left-to-right when facing equipment.
 - 2. Phasing shall be accomplished by using distinctive colors for the various phases. The same color or variation of it shall be used for a particular phase throughout the building and project.

3.07 WIRE INSTALLATION SCHEDULE

- A. Install all wiring in raceways except as otherwise noted. This includes all low voltage wiring such as control, instrumentation, phone, etc.

END OF SECTION

SECTION 16141
WIRING DEVICES

PART 1—GENERAL

1.01 SUMMARY

- A. Work Included:
 - 1. Wall switches.
 - 2. Receptacles.
 - 3. Cover plates.
- B. Related Sections and Divisions: Applicable provisions of Division 1 shall govern work in this section.

1.02 REFERENCES

- A. NEMA WD 1—General-Color Requirements for Wiring Devices.
- B. NEMA WD 5—Specific-Purpose Wiring Devices.
- C. Drawings—Bill of Materials.

1.03 QUALITY ASSURANCE

- A. Manufacturers of switches, outlets, boxes, lamps, fuses, lugs, etc.: Firms regularly engaged in the manufacture of these products, of the types and ratings required, whose products have been in satisfactory use in similar service for not less than 5 years.
- B. Installer: A firm with at least 5 years of successful installation experience on projects with electrical wiring installation work similar to that in this project.
- C. Code Compliance: Comply with National Electrical Code (NFPA 70) and any and all local codes as applicable to construction and installation of electrical wiring devices, material, and equipment herein specified.
- D. UL Labels: Provide electrical cable, raceways, wire, connectors, outlets, switches, etc., which have been listed and labeled by Underwriters Laboratories.
- E. NECA Standard: Comply with applicable portions of National Electrical Contractor's Association's "Standard of Installation."

1.04 SUBMITTALS

- A. Submit shop drawings and product data in accordance with provisions of Section 01300—Submittals.
- B. Provide product data showing configurations, finishes, dimensions, and manufacturer's instructions.

PART 2-PRODUCTS

2.01 WALL SWITCHES

- A. A-C general use Industrial specification grade, snap switch, 20 amperes, 277 volts, one of the following: Cooper 222*, Leviton 122*, or Pass and Seymour PS20AC*.
- B. Provide ivory-colored handles.
- C. Manual motor switches or manual motor controllers for 120 V or 240 V motors on circuits 20 amps or less shall be specification grade snap switch as specified above. Manual motor switches or manual motor controllers for 120 V or 240 V motors on circuits 30 amps or less shall be Cooper 303*, Leviton 303*, or Pass and Seymour PS30AC*.

*Complete catalog number for pole arrangement necessary.

2.02 RECEPTACLES

- A. GFCI Receptacle: GFCI receptacles shall be UL 943 listed, Pass and Seymour 2097, Cooper TRVGF20 receptacle with integral ground fault current interrupter. Provide ivory color.

2.03 COVER PLATES

- A. Each and every flush box shall be provided with standard 302 series stainless steel plates, blank, receptacle, switch, or cord as designated by outlet symbol. Surface boxes shall have plates to match Crouse-Hinds, Appleton, or equal, cast boxes.
- B. Cover plates for manual motor switches, manual motor controllers, and NEC required equipment disconnects shall have provisions for locking the switch in the On or Off position.

PART 3-EXECUTION

3.01 INSTALLATION

- A. All receptacles shall be mounted vertically.
- B. GFCI receptacles shall not be series wired.
- C. Install wall switches 48 inches above floor (top of box), "Off" position down, except as otherwise noted.
- D. Install convenience receptacles 24 inches above floor (bottom of box), grounding pole on bottom except as otherwise noted.
- E. Install thermostats 48 inches above floor (top of box).
- F. Convenience Receptacles: Specification grade self-grounding.
- G. Install devices and cover plates flush and level.

- H. Back wiring is not allowed for switches and receptacles. Wires shall be terminated with the device screw terminal.

END OF SECTION

SECTION 16195
ELECTRICAL IDENTIFICATION

PART 1-GENERAL

1.01 SUMMARY

- A. Work Included:
 - 1. Nameplates.
 - 2. Labeling tags.
 - 3. Wire markers.
- B. Related Sections and Divisions: Applicable provisions of Division 1 shall govern work in this section.

1.02 SUBMITTALS

- A. Submit shop drawings and product data in accordance with provisions of Section 01300-Submittals.
- B. Provide schedule for nameplates and labeling tags for shop drawings. Reference drawings for type used.

PART 2-PRODUCTS

2.01 NAMEPLATES

- A. Type "A":
 - 1. Use:
 - a. Motor starters.
 - b. Each separately mounted circuit breaker or disconnect switch.
 - c. Each device in motor control panels.
 - d. TVSS units.
 - e. Cabinets, enclosures, pull, and junction boxes.
 - f. Field devices (flowmeter transmitters, level transducers, etc.).
 - 2. Size: 2-inch by 3-inch.
 - 3. Material: 3-layer laminated Micarta.
 - 4. Background Color: Black.
 - 5. Character Color: White.
 - 6. Character Size: 1/4-inch.
 - 7. Engraving: See schedule, one-line, or drawings for labels or as requested by ENGINEER. Label shall include equipment number and description (i.e. P-01 Wastewater Pump 1).
 - 8. Mounting Location: Front exterior.
- B. Type "B":
 - 1. Use:
 - a. Motor Control Panels.
 - b. Supervisory Control Centers.
 - c. Generators.
 - d. Transfer Switches.

2. Size: 4-inch by 4-inch.
3. Material: 3-layer laminated Micarta.
4. Background Color: Black.
5. Character Color: White.
6. Character Size: 2 1/4-inch.
7. Engraving: Equipment label, Emergency to be white with red letters. Label shall include equipment number and description (i.e. LCP-10-01, Lift Station Control Panel).
8. Mounting Location: Equipment: Top wireway.

C. Type "C":

1. Use: Operator instructions.
2. Size: As necessary.
3. Material: 3-layer laminated Micarta.
4. Background Color: Yellow.
5. Character Color: Black.
6. Character Size: 3/16-inch.
7. Engraving and Mounting Location: As requested by ENGINEER.

2.02 LABELING TAGS

- A. Use: Field-mounted devices (valves, limit switches, etc.).
1. Size: 1-inch by 3-inch.
 2. Material: 1/32-inch-thick stainless steel.
 3. Character Size: 1/4-inch.
 4. Engraving: As requested by ENGINEER.

2.03 WIRE AND CABLE MARKERS

- A. Wire and cable markers shall be permanently-attached, heat-shrink type labels.
1. Sleeve: Permanent, PVC, white, with legible machine-printed black markings.
 2. Acceptable Manufacturers: Raychem Model D-SCE or ZH-SCE, Brady Model 3PS, or equal.
 3. Grounding Conductor: Provide green wire marker; minimum 2 inches wide.
- B. Wire or cable numbering preprinted on the conductor or cable insulation, flag-type labels, and individual wraparound numbers (such as Brady preprinted markers) are not acceptable. All wire markers shall be the same throughout the project.

PART 3-EXECUTION

3.01 INSTALLATION

- A. Degrease and clean surfaces to receive nameplates.
- B. Install nameplates parallel to equipment lines.
- C. Affix nameplates with weatherproof, UV-resistant adhesive in outdoor locations and sticky back adhesive in indoor locations.
- D. Affix labeling tags with stainless steel leaders; vinyl locking wire ties are not acceptable. Provide 3/8-inch hole to accommodate wire tie.

- E. Prepare and install neatly-typed directions in all panels, including existing panels where Work is done under this Contract.

3.02 WIRE IDENTIFICATION

- A. Provide wire markers on each conductor, including neutral and spare conductors. Neutral conductor labels shall include the associated branch circuit number. Identify with branch circuit or feeder number for power circuits, and with control wire number as indicated on schematic and interconnection diagrams for control wiring. Spare conductors shall have control wire number or shall indicate termination point of wire.
- B. Conductors in control panels shall be grouped as to circuits and arranged in a neat manner. All conductors of a feeder or branch circuit shall be grouped, bound together with nylon ties, and identified. Phase identification shall be consistent throughout the system. All wiring labels shall be able to be read without removing wire management (i.e., wiring trough covers, spiral windings, etc.) or twisting the wire/cable.
- C. Power Conductor Insulation Color Code:
1. 6 AWG and Larger: Provide general-purpose, flame-retardant, permanent tape at each termination and at accessible locations such as manholes, handholes, junction and pull boxes, etc. Apply tape with at least six full, overlapping wraps; minimum 2 inches wide.
 2. 8 AWG and Smaller: Provide conductors with color-coded insulation.
 3. Colors:

System	Conductor	Color
All Systems	Equipment Grounding	Green
120/240 Volts Single-Phase, Three Wire	Grounded Neutral One Hot Leg Other Hot Leg	White* Black Red
120/208 Volts Three-Phase, Four Wire	Grounded Neutral Phase A Phase B Phase C	White* Black Red Blue
277/480 Volts Three-Phase, Four Wire	Grounded Neutral Phase A Phase B Phase C	White* Brown Orange Yellow
Note: Phase A, B, C implies direction of positive phase rotation.		
* When installed as part of a 120-volt or 277-volt branch circuit, provide a color-coded stripe on the white neutral conductor insulation matching the branch circuit insulation.		

- D. Control Panel and Field-Installed Control Conductor Insulation Color Code:
1. All conductors shall have color-coded insulation.
 2. Colors:

System	Conductor	Color
Supply Voltage	Ungrounded Circuit Conductors Neutral	Black White
Discrete 120-volt AC Input/Output	Control Circuit Conductor Neutral	Red White
Discrete 12/24-volt DC Input/Output	Control Circuit Conductor Common	Blue White with Blue Stripe

System	Conductor	Color
Conductors energized when the main disconnect is in the "off" position (e.g. foreign supply voltages)	Control Circuit Conductor AC Neutral DC Common Ground	Orange White White with Blue Stripe Green
Intrinsically Safe	Control Circuit Conductor DC Common	Light Blue White with Two Light Blue Stripes

- E. Circuit Identification:
1. Identify power, instrumentation, and control conductors at each termination and at accessible locations such as manholes, handholes, control panels, etc.
 2. Control conductor identification shall match the associated terminal block label.
 3. Circuits Not Listed in Circuit Directories:
 - a. Assign circuit name based on unique device or equipment at load end of circuit.
 - b. Where unique device or equipment names are not available or apparent, add a unique number or letter modifier to each otherwise identical circuit name.

3.02 TERMINAL BLOCK IDENTIFICATION

- A. Terminal blocks shall be labeled on both sides of each terminal block. Terminal block numbering shall match the numbers shown on the project-specific wiring diagrams.
- B. Fused terminal blocks labels shall be located on top of the terminal blocks and include the fuse voltage and amperage rating.

3.03 LABELING FONT REQUIREMENTS

- A. The font for all conductor, cable, and device labels shall be Arial with black characters on white background, and minimum font size 12.
- B. The text for all conductor, cable, and device labels shall be machine printed. Handwritten labels are not acceptable.

END OF SECTION

SECTION 16420

ELECTRICAL SERVICE SYSTEM

PART 1-GENERAL

1.01 SUMMARY

- A. Work Included:
 - 1. Utility company.
 - 2. Secondary service characteristics.
 - 3. Definitions.
 - 4. Sequencing, scheduling.
 - 5. Electrical service.
- B. Allowances: CONTRACTOR shall INCLUDE in the Bid the cost of the following items specified in this Section. Refer to the individual sections listed for a complete description of the Work required: Electric Utility Service Entrance-Section 1.06-Electrical Service.
- C. Related Sections and Divisions: Applicable provisions of Division 1 shall govern work in this section.

1.02 UTILITY COMPANY

- A. The Utility Company is Kentucky Utilities Company.

1.03 SECONDARY SERVICE CHARACTERISTICS

- A. The secondary service will be 480/277-volt, 4-wire, 3-phase.

1.04 DEFINITIONS

- A. Service-As defined in the NEC, Article 100.
- B. Secondary Voltage-600 volts and below.

1.05 SEQUENCING, SCHEDULING

- A. Provide electrical service system, except the Utility Company will provide: Secondary cable as shown

1.06 ELECTRICAL SERVICE

- A. Provide complete electrical service except for items furnished and installed by the Utility Company.
- B. Coordinate the electrical service with the Utility, and all Utility costs shall be included in the Lump Sum Bid. An allowance of \$2,500 shall be used with the Lump Sum Bid to be adjusted at final payment in accordance with actual Utility charges.

PART 2-PRODUCTS

NOT APPLICABLE

PART 3-EXECUTION

NOT APPLICABLE

END OF SECTION

SECTION 16440
DISCONNECT SWITCHES

PART 1-GENERAL

1.01 SUMMARY

- A. Work Included:
 - 1. Disconnect switches.
 - 2. Fractional hp motor switches.
- B. Related Sections and Divisions: Applicable provisions of Division 1 shall govern work in this section.

1.02 REFERENCES

- A. NEMA KS 1-Enclosed Switches.

1.03 SUBMITTALS

- A. Submit shop drawings and product data in accordance with provisions of Section 01300-Submittals.
- B. Include outline drawings with dimensions and equipment ratings for voltage, capacity, horsepower, and short-circuit.

PART 2-PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

- A. Disconnect Switches: Square D Class 3110 or Cutler Hammer Type DH.
- B. Manual Motor Switches: Square D Class 2510 Type K or Cutler Hammer B330.
- C. Substitutions: Under provisions of the General Conditions.

2.02 DISCONNECT SWITCHES

- A. Nonfusible Disconnect Switches: NEMA KS 1; heavy-duty, quick-make, quick-break, load interrupter enclosed knife switch with externally-operable handle interlocked to prevent opening front cover with switch in "On" position. A defeater shall be provided to bypass this interlock. Handle lockable in "Off" position. Provide auxiliary contacts to remove control power associated with field devices or instruments interlocked with equipment served. Auxiliary contacts shall be by the disconnect manufacturer.
- B. Manual Motor Switches: Where noted on the drawings, manual motor switches shall be provided for three-phase motors with circuit rating of 30 amps, or less. Manual motor switches shall have toggle operator without overload protection or indicator light. Provide

cover plate for all switches to meet the finish or classification of the space. Cover plate shall have provisions for locking the switch in the "On" or "Off" position.

2.03 SINGLE-PHASE MOTOR SWITCHES (2 HP OR LESS)

- A. Where noted on the drawings, motors rated 2 hp or less, for operation on 120 V or 240 V, single-phase, shall be provided with a specification-grade wall switch as disconnecting means. See Section 16141–Wiring Devices for additional information.

2.04 ENCLOSURES

- A. Provide disconnect switch enclosures as listed below, unless noted otherwise on the drawings: Outdoor, below grade, or wet locations: NEMA 4X, stainless steel.
- B. Provide manual motor switch enclosures as listed below, unless noted otherwise on the Drawings. Indoor dry, outdoor, or wet locations: NEMA 4, die cast zinc.

PART 3–EXECUTION

3.01 INSTALLATION

- A. Provide disconnect switches where indicated on the drawings. Maximum mounting height shall be 42 inches above finished floor unless noted otherwise, or acceptable to ENGINEER based on field conditions.
- B. Provide wall switch for each single-phase fractional horsepower motor where indicated on the drawings.
- C. Disconnect enclosures that house wiring powered from a source separate from the motor power wiring (e.g., MAS units, space heaters) shall have a nameplate installed on the front of the disconnect indicating that power may be present at the motor when the disconnect is in the "Off" position.
- D. Wiring within disconnects shall only be for loads or equipment served by that disconnect. Foreign wiring within disconnect enclosures is not allowed. All wiring within disconnect enclosures shall be landed on lugs or terminals provided by the disconnect manufacturer, or on dedicated terminal strips for instrumentation equipment or field devices. Splices and spring wire connectors are not allowed within disconnect enclosures.

END OF SECTION

SECTION 16450

SECONDARY GROUNDING

PART 1-GENERAL

1.01 SUMMARY

- A. Work Included:
 - 1. Power system grounding.
 - 2. Electrical equipment and raceway grounding and bonding.
- B. Related Sections and Divisions: Applicable provisions of Division 1 shall govern work in this section.

1.02 SUBMITTALS

- A. Indicate location of system grounding electrode connections and routing of grounding electrode conductor.
- B. Submit shop drawings and product data in accordance with provisions of Section 01300-Submittals.

PART 2-PRODUCTS

2.01 MATERIALS

- A. Ground Rods: Copper bonded, 5/8-inch diameter, minimum length 10 feet.
- B. Ground Connections Below Grade: Exothermic type, Cadweld, compression type by Thomas & Betts, or equal. Compression connectors shall be prefilled with an oxide inhibitor.
- C. Ground Fittings: O-Z/Gedney, Type ABG, CG, TG, KG, GBL, or equal.

PART 3-EXECUTION

3.01 INSTALLATION

- A. Compression-type connectors shall be installed with the manufacturer recommended tools. Compression dies shall emboss index on the connector when installed correctly. An indenter crimp shall be made on ground rods prior to connection of grounding conductor.
- B. Provide a separate insulated equipment grounding conductor for each feeder and branch circuit. Provide a dedicated neutral conductor sized to match the circuit or feeder conductors for each feeder or branch circuit requiring a neutral. Terminate each end on a grounding lug, bus, or bushing.
- C. Ground system, transformer neutrals and equipment as required by code and local ordinances.

- D. All feeder neutrals shall be connected to neutral at only one point in the control panel.
- E. All bare copper conductors installed outdoors shall be buried a minimum of 2 feet belowgrade.
- F. Water system grounds and a minimum of three ground rods at 15-foot separations near service entrance shall be provided, and ground wires must attach to point ahead of meter or service shutoff valve. These shall be connected to ground bus by conductors sized to code requirements. The above are minimum requirements.
- G. All service entrance ground conductors shall be installed in PVC conduit. All conduit bends shall be made using sweep elbows. Conduit bodies and 90° bends are not allowed.
- H. Include ground for grounded receptacles, motors, and other equipment items shown on drawings.
- I. Flexible connections do not qualify for ground. All flexible connections must have separate green ground wire from motor base or equipment frame to conduit system.
- J. Separately derived systems as defined by the National Electric Code shall be grounded as such. This shall include, but not be limited to, 4-wire transformers and 4-wire standby generators.
- K. Refer to Section 16930—Instrument Wire and Cable for additional grounding requirements.

3.02 TESTING

- A. Inspect grounding and bonding system conductors and connections for tightness and proper installation.
- B. Provide ground system resistance test report for each ground grid. Test reports shall document ground system resistance following the three-point "Fall-of-Potential" test. The test results shall include a graph of the results plus a diagram of the testing layout. The remote current probe (C2) shall be placed a minimum of 100 feet from the ground system potential/current probe (P1/C1) or as required to provide sufficient spacing to demonstrate a resistance plateau on the graph. The ground resistance shall be tested with the potential probe (P2) between the P1/C1 probe and the C2 probe at 10% intervals starting at 0% and ending at 100% of the distance between P1/C1 and C2, 11 points total. A single point of measurement is not acceptable, and the two-point method of ground system testing shall only be used where there is no or insufficient "open earth" area to use the three-point Fall-of-Potential method. Resistance at any point in the grounding system shall not exceed 5 ohms. All ground system tests shall be witnessed by ENGINEER or OWNER. ENGINEER shall be notified a minimum of 72 hours in advance of all ground system testing.
- C. The test meter shall be Associated Research Vibroground test set with null balance, James A. Biddle Megger Earth-Tester-Null Balance, or equal. All ground system tests shall be performed in accordance with the procedures outlined in the instruction manuals of the ground system test report.

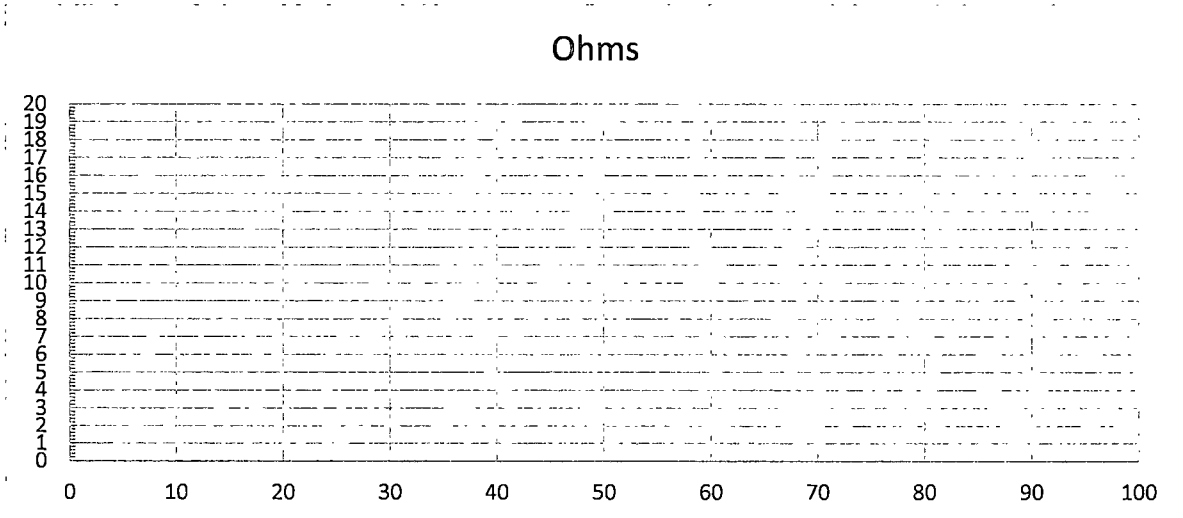
- D. Ground resistance testing shall be performed with all rods connected and shall be isolated from all metallic connections, such as from the ground rods to other grounded structures and electrical system neutrals.
- E. Provide test report using the attached Form 16450. Each ground grid, including service entrance transformers, standby generators, etc., shall have a form submitted.

END OF SECTION

FORM 16450

GROUND ROD RESISTANCE TO EARTH TEST RECORD

- 1. DATE _____
- 2. PROJECT NAME _____
- 3. LOCATION OF TEST _____
- 4. GROUND ROD TYPE _____
DIAMETER _____ LENGTH _____
- 5. TEST METHOD _____
INSTRUMENT TYPE _____
SERIAL NO. _____
- 6. REQUIRED MAXIMUM RESISTANCE TO EARTH _____
- 7. MEASURED RESISTANCE TO EARTH _____
GROUND ROD SYSTEM _____



TEST PERFORMED BY: _____
Signature

TEST WITNESSED BY: _____
Signature

SECTION 16470

PANELBOARDS

PART 1-GENERAL

1.01 SUMMARY

- A. Work Included: Integrated transformer and lighting panel assembly.
- B. Related Sections and Divisions: Applicable provisions of Division 1 shall govern work in this section.

1.02 QUALITY ASSURANCE

- A. Manufacturers: Firms regularly engaged in the manufacture of electrical equipment, cable, and wire products of the types and ratings necessary, whose products have been in satisfactory use in similar service for not less than 5 years.
- B. Installer: A firm with at least 5 years of successful installation experience on projects with electrical equipment installation work similar to that in this project.
- C. Code Compliance: Comply with National Electrical Code (NFPA 70) as applicable to construction and installation of electrical equipment, cable, wire, and connectors.
- D. UL Labels: All electrical equipment and material shall be listed and labeled by Underwriters Laboratories, except where UL does not include the equipment in their listing procedures.
- E. NEMA/ANSI Compliance: Comply with National Electrical Manufacturers Association, American National Standards Institute, and other standards pertaining to material, construction, and testing, where applicable.

1.03 SUBMITTALS

- A. Submit shop drawings and product data in accordance with provisions of Section 01300-Submittals.

1.04 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. All electrical equipment and material shall be received and stored with the factory tamperproof wrapping intact. Provide factory-wrapped waterproof flexible barrier material for factory packaging of equipment and material to protect against physical damage in transit. Do not install damaged equipment or material; remove from project site. Store equipment in factory coverings in a clean, dry, indoor space that provides protection against weather.

PART 2-PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

- A. Square D.

- B. Eaton.
- C. Substitutions: Under provisions of the General Conditions.
- D. The drawings and specifications were prepared based on Eaton CONTRACTOR shall include in the Bid and shall be responsible for the cost of any changes to accommodate other equipment including but not limited to structural, mechanical, and electrical work. CONTRACTOR shall also pay additional costs necessary for revisions of drawings and/or specifications by ENGINEER.

2.02 MINI POWER CENTERS

- A. Lighting panelboards shall be integral with dry-type transformer, main and secondary circuit breakers, provided as indicated on the Drawings and as scheduled. Power centers shall be factory-assembled and constructed in accordance with latest NEMA, UL, and NEC requirements and shall bear the UL label. Cabinets, including boxes and fronts, shall be code gauge galvanized steel. Front covers shall be hinged.
- B. Load centers shall be copper chasis with bolt-on circuit breakers, with space for up to 10 one-pole feeder circuit breakers. Load center shall have 25 KAIC.
- C. Transformer shall be copper wound with 185°C insulation system and 115°C winding temperature rise. Transformer coil shall be sand and resin encapsulated.
- D. Enclosure shall be NEMA 3R, grade 316 stainless steel.
- E. Power center shall be 7.5 KVA.

PART 3-EXECUTION

3.01 INSPECTION

- A. Examine the areas and conditions under which work is to be installed and notify CONTRACTOR of conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions have been corrected.

3.02 INSTALLATION

- A. Power centers shall be provided as indicated. Final locations, sizes, and mounting of panelboards shall be reviewed with ENGINEER prior to installation.
- B. Each panelboard shall have a typewritten circuit schedule provided on the inside cover. This schedule shall be covered with clear plastic in a metal frame.
- C. Balance load on all panelboards so phases are balanced to 15% of each other. Reconnect or redistribute circuits and/or circuit breakers to achieve balanced condition. Submit ammeter readings for all panelboard feeders indicating normal operating load and phase balance.

END OF SECTION

SECTION 16480
MOTOR CONTROL

PART 1-GENERAL

1.01 SUMMARY

- A. Work Included:
 - 1. Motor Control Devices, Accessories, and General Requirements.
 - 2. Magnetic Motor Starters.
 - 3. Variable Frequency Drives.
 - 4. Motor Control Panels.

- B. Related Sections and Divisions: Applicable provisions of Division 1 shall govern work in this section.

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1.02 REFERENCES

- A. ANSI/NEMA ICS 6-Enclosures for industrial controls and systems.
- B. NEMA AB 1-Molded-case circuit breakers.
- C. NEMA ICS 2-Industrial control devices, controllers, and assemblies.
- D. NEMA KS 1-Enclosed switches.

1.03 SUBMITTALS

- A. Submit shop drawings and product data in accordance with provisions of Section 01300–Submittals.
- B. Provide product data on motor starters and combination motor starters, relays, pilot devices, and switching and overcurrent protective devices.

1.04 OPERATION AND MAINTENANCE DATA

- A. Submit operation and maintenance data under provisions of Section 01300–Submittals.
- B. Include spare parts data listing; source and current prices of replacement parts and supplies; and recommended maintenance procedures and intervals.

1.05 DELIVERY, STORAGE, AND HOLDING

- A. Store in a clean dry space. Maintain factory wrapping or provide an additional heavy canvas or heavy plastic cover to protect units from dirt, water, construction debris, and traffic.
- B. Handle in accordance with manufacturer's written instructions. Lift only with lugs provided for the purpose. Handle carefully to avoid damage to motor control panel components, enclosure, and finish.

1.06 SPARE PARTS

- A. The following spare parts shall be furnished with each control panel:
 - 1. One complete set of replacement fuses, control and current-limiting where used.
 - 2. One set of fuses for each VFD size (horsepower) provided.
 - 3. One replacement relay for each type of auxiliary relay provided.
 - 4. Replacement contacts, along with all related springs, bolts, and other materials necessary to completely rebuild one line contactor of each type furnished if more than one type is needed.
- B. All spare parts shall be suitably boxed or wrapped to prevent deterioration and shall be completely identified on the outside.

1.07 WARRANTY

- A. **Standard One-Year Warranty:** Unless otherwise stated below, manufacturer shall warrant the equipment to be free from defects in material and workmanship for a period of one year from the earlier of either the date established for partial utilization in accordance with GC14.04 and 14.05, as modified in the Supplementary Conditions, or Substantial Completion of the project.

PART 2–PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS–MOTOR STARTERS

- A. Motor control devices, motor starters, and variable frequency drives shall be as manufactured by Allen-Bradley, or equal, as approved by ENGINEER and in accordance

with substitutions under provisions of the General Conditions. All equipment specified in this section and provided by CONTRACTOR shall be by the same manufacturer.

- B. The drawings and specifications were prepared based on Allen-Bradley. CONTRACTOR shall include in the Bid, and shall be responsible for, the cost of any changes to accommodate other equipment including, but not limited to, structural, mechanical, and electrical work. CONTRACTOR shall also pay additional costs necessary for revisions of drawings and/or specifications by ENGINEER.

2.02 MAGNETIC MOTOR STARTERS

- A. Magnetic Motor Starters: NEMA ICS 2; AC general-purpose Class A magnetic controller for induction motors rated in horsepower. Each magnetic starter shall be equipped with a solid-state overload relay, Allen-Bradley E-1 Plus, Bulletin 592-EE, or equal. Starters for submersible pumps and motors installed outdoors shall include ground fault protection.
- B. Full Voltage Starting: Reversing or Nonreversing type, as shown on the drawings.
- C. Coil Operating Voltage: 120 volts, 60 Hz.
- D. Size: NEMA ICS 2; size as shown on drawings. Contactors shall be Allen-Bradley, Bulletin 509, or equal.
- E. Overload relays shall have the following features:
 - 1. Self-powered, solid-state.
 - 2. Up to 5:1 adjustments.
 - 3. DIP switch settings for trip class and reset mode.
 - 4. Current transformers (no heaters).
 - 5. Thermal memory.
 - 6. Visible trip indicators.
 - 7. Phase loss protection.
 - 8. Low energy consumption.
 - 9. Ground fault protection as specified herein.
- F. Magnetic motor starters shall be combined with thermal-magnetic molded-case circuit breakers.
- G. Through-the-door overload reset push buttons shall be provided for all magnetic starters.

2.03 VARIABLE FREQUENCY DRIVES

- A. A variable frequency drive (VFD) system consists of enclosed inverter, motor starter, motor, and any additional system control as specified.
- B. System Operating Conditions:
 - 1. 480 Vac \pm 10%.
 - 2. Three-phase, 3-wire, any phase sequence.
 - 3. 60 Hz \pm 2%.
 - 4. Storage temperature -40°C to +70°C.
 - 5. Operating temperature 0°C to 40°C.
 - 6. Altitude: 3,300 feet above sea level maximum.
 - 7. Humidity: 95% noncondensing maximum.

- C. Variable Frequency Unit:
1. Conform to NEMA and NEC standards.
 2. C.S.A. and ETL-approved and/or UL-approved.
 3. Input:
 - a. Withstand without component failure, line voltage transients up to 3,000 volts in accordance with ANSI C37.904.
 - b. Design shall include DC bus chokes (two) to be used in conjunction with one or more capacitors. The DC bus chokes are to be incorporated in the design to minimize line side harmonics. Magnetic-only designs need to include line filters to limit harmonics to a value no greater than in a system using dual DC bus chokes.
 - c. Include MOV line side protection.
 - d. Inverter input shall have a .95 PF or better throughout the speed range.
 - e. Units shall be capable of operating attached to the same power bus without affecting each other's operations. If operational problems occur, an isolation transformer shall be added to each drive at no additional Contract cost.
 - f. Three percent line reactors.
 4. Inverter Output:
 - a. Match motor specified.
 - b. Three-phase, 3-wire.
 - c. Pulse width modulated wave form.
 - d. Maximum output 460 volts.
 - e. Frequency 2 Hz to 66 Hz.
 - f. Frequency accuracy $\pm 1\%$ of setting at any point in the specified speed range, in a 24-hour period.
 - g. Full-load output current shall be rated in excess of the AC motor selected.
 - h. Motor performance:
 - (1) 3% regulation in the manual speed control mode.
 - (2) Normal duty overload rating: 110% continuous current for 1 minute; 150% for 3 seconds.
 - (3) Heavy-duty overload rating: 150% continuous current for 1 minute; 200% for 3 seconds.
 - (4) 110% starting torque minimum.
 5. AC drive features:
 - a. 4-20 mA circuitry mounted on separate printed circuit board to include offset, slope, minimum clamp, and separate acceleration and deceleration adjustments from zero seconds to 3600 seconds. A light emitting diode is to be provided to show signal presence, and an internal manual speed potentiometer is to be supplied for simulating the 4-20 mA input for start-up and maintenance. The circuit is to be designed to accept either a positive or negative signal, grounded or ungrounded.
 - b. Current limit circuitry: 0.1 amps to 150% of drive-rated amps.
 - c. Efficiency of the inverter to be:
 - (1) 100% rated speed and load: 97% or better.
 - (2) 70% rated speed and 50% load: 93% or better.
 - (3) 50% rated speed and 25% load: 87% or better.
 - (4) 30% rated speed and 9% load: 70% or better.
 - d. Additional features for constant torque units shall include:
 - (1) IR compensation to provide automatic voltage boost or reduction to optimize both starting torque and system input kW.
 - (2) Slip compensation to provide 0.5% regulation with a 100% load change.
 - (3) Inner current loop regulator.

6. Enclosures:
 - a. The VFD system shall be furnished with motor control panel as specified herein.
 - b. Items to be mounted in/on the motor control panels:
 - (1) Inverter.
 - (2) Incoming door interlocked, thermal-magnetic, molded-case circuit breaker.
 - (3) Control devices, pilot lights, selector switches, etc., as shown on the drawings and specified herein.
 - (4) Interface to the drive shall be via a removable Human Interface Module (HIM) with integral display. This unit shall be a 7 line by 21-character backlit LCD display with graphics capability. HIM shall be used to display drive operating conditions, fault/alarm indications, and programming information with full text support in multiple languages. The LCD HIM shall be rated IP20/Type 1 and may also be used as a handheld terminal by connecting via a separate cable. The HIM keypads shall include programming keys, drive operating keys (Start, Stop, Direction, Jog, and Speed Control), numeric keys for direct entry, and an ALT (alternate function) key to allow drive programming or operating functions to be accessed directly without knowledge of the programming structure. The HIM unit shall be mounted on the front of the enclosure door so that the operator does not have to open the enclosure to access the HIM.
7. Interlocks:
 - a. Fault contact to terminals.
 - b. VFD run contact to terminals.
8. VFD protection:
 - a. Adjustable current limit of 50% to 150% minimum.
 - b. Instantaneous overcurrent trip.
 - c. Electronic ground fault and short-circuit protection to shut down the drive without fuse or component failure. Electronic ground and short-circuit protection shall be functional with an input line of 480 Vac \pm 10%. The drive manufacturer shall be prepared to demonstrate ground fault and short-circuit protection without the use of an isolation transformer at drive start-up.
 - d. Input thermal-magnetic ambient-compensated circuit breaker with a through-the-door interlocked operator.
 - e. Shut down on loss of any input phase for longer than three cycles.
 - f. Output phase sequence to be independent of input phase sequence.
 - g. High- or low-sustained voltage.
 - h. 120 Vac grounded control circuits.
 - i. Electrically and/or optically isolated low-voltage logic.
 - j. Corrosion protection:
 - (1) Gold-plated plugs (male and female section) on all printed circuit boards.
 - (2) Protective board coating for adverse wastewater treatment plant environments (conformal coating).
 - k. MOV converter protection.
 - l. DC bus chokes to minimize line side current harmonics.
 - m. Additional features for constant torque units:
 - (1) I²T protection to provide 150% current for 1 minute.
 - (2) Regenerative override protection.
9. VFD adjustments:
 - a. Maximum speed: 50% to 100%.
 - b. Minimum speed: 0% to 70%.
 - c. Current limit: 50% to 110%, 150% on constant torque units.
 - d. Linear acceleration: 5 seconds to 600 seconds.
 - e. Linear deceleration: 5 seconds to 600 seconds.

- f. Output volts/Hz trim.
 - g. Voltage boosts.
 - h. Additional features for constant torque units:
 - (1) Slip compensation.
 - (2) IR compensation.
 - i. All drives shall attempt to restart three times before indicating failure.
10. Inverter digital or LED diagnostic features:
- a. Current limit signal.
 - b. Regenerative override signal.
 - c. External fault (ex. motor overload).
 - d. Low line voltage.
 - e. High line voltage.
 - f. Current overload.
 - g. High DC bus voltage.
 - h. Current trip.
 - i. Short-circuit.
11. Inverter construction: Modular construction-ease of maintenance.
12. Mount modules on enclosure subpanel:
- a. Easily accessible from front.
 - b. Interconnect with plugs.
 - c. Construct boards of fire-retardant materials in accordance with NEMA-grade FR4 specifications.

D. Inverter Quality Control:

- 1. Test all power devices at rated temperature and current for dv/dt, tq, TRR, and leakage.
- 2. Test integrated circuits for programmed parameters at rated temperature.
- 3. Treat printed circuit boards for corrosion resistance (conformal coating).
- 4. Provide gold-plated connections at all points where plugs are used.
- 5. Thermal cycle all printed circuit boards for 10 cycles between 0°C to 65°C prior to installation in inverter.
- 6. All units shall be tested at a rated load and temperature after assembly.

E. The variable speed drives shall be Allen-Bradley, or equal, Powerflex 753. All drives shall be by the same manufacturer.

F. Drive manufacturer shall provide dv/dt filter on the output of each drive. Output filter shall be manufactured by Allen-Bradley, Model 1204-TFB2, or equal. Dv/dt filter shall be manufactured by TCI, Model KLCUL, or equal. Sine wave filter shall be manufactured by TCI, Model KMG, or equal. Dv/dt filter shall be installed in control panel.

G. Provide manufacturer certified start-up and warranty service for each VFD.

2.04 CONTROLLER OVERCURRENT PROTECTION AND DISCONNECTING MEANS

A. Molded Case Thermal-Magnetic Circuit Breakers: NEMA AB 1; circuit breakers with integral thermal and instantaneous magnetic trip in each pole, according to drawings.

B. Motor Circuit Protector: NEMA AB 1; circuit breakers with integral instantaneous magnetic trip in each pole.

2.05 MOTOR CONTROL PANELS

- A. All components shall be standard make acceptable to OWNER, with one manufacturer to provide all similar components.
- B. Arrangement and physical location of all equipment within control station panel shall be subject to shop drawing approval.
- C. Starters and disconnect devices for motors shall be provided in the motor control panels, except where shown to be remote-mounted at the motor location. Starters and disconnect devices shall be NEMA-rated, sized according to application as specified.
- D. Elapsed Time Meters (ETMs): Redington/Engler 722 Series, 3 inches round, 99,999.9 hours, nonreset type, and flush-mounted on the inner door of the motor control panels.
- E. Auxiliary Contacts: NEMA ICS 2; two field-convertible contacts, minimum, in addition to seal-in contact, or as necessary.
- F. Push Buttons and Selector Switches: NEMA ICS 2; heavy-duty, oiltight, 30 mm.
- G. Indicating Lights: NEMA ICS 2; heavy-duty, oiltight, 30 mm, LED push-to-test type.
- H. Timing Relays: UL listed with On and Timing Out LEDs.
- I. Contactors: NEMA ICS 2. All contactors for starters specified herein, including VFD and bypass starters, shall be NEMA rated. IEC contactors are not allowed. Contactors shall be Allen-Bradley, Bulletin 509, or equal.
- J. Control Power Transformers: 240/120-volt fused primary and secondary.
- K. Relays for motor control circuits, hard-wired control logic, and for loads less than 10 amps shall be general purpose, industrial, square base relays. Relays for lighting circuits and small motor loads shall be industrial, electrically held power relays. Relays shall meet the following requirements:
 - 1. General purpose relays:
 - a. Configuration: DPDT or 3PDT as required by system supplier.
 - b. Mounting: DIN rail with screw terminal base socket.
 - c. Voltage: 120 Vac.
 - d. Contact rating: 15 A, minimum; 3/4 hp.
 - e. Operating life: 10 million cycles.
 - f. Status: On-Off flag type or LED indicator.
 - g. UL listed.
 - h. Manufacturer: Allen-Bradley, 700-HB, or equal.
 - 2. Power relays:
 - a. Configuration: Electrically held, 2 to 12 poles.
 - b. Mounting: DIN rail, square base.
 - c. Voltage: 120 Vac.
 - d. Contact rating: 20 A continuous; 1 hp.
 - e. Operating life: 10 million cycles.
 - f. UL listed.
 - g. NEMA rated.
 - h. Manufacturer: Allen-Bradley, 700-PK, or equal.

- L. Motor control panel design shall be in accordance with latest applicable NEMA standards and shall have been tested to prove adequate mechanical and electrical capabilities, and all major components shall have been individually tested. Control panel shall bear a serialized UL label indicating that it is UL-approved as an assembled unit. Panels which have individual components that are UL-labeled but do not have UL approval as an assembled unit are not acceptable.

- M. Enclosures shall be front access only, minimum No. 12 gauge steel, have hinged doors, and have rotating lockable handle 3-point latch on each compartment door (not screws or bolts), with top and bottom bolts actuated by one rotating handle on large doors. All indicating lights, selector switches, operator interfaces, etc., shall be installed on an inner front door. Panels shall include door stop kit, data pockets for panel wiring diagrams, and minimum 18-inch LED light and switch. Panels shall include main breaker with padlock hasp to prevent opening the panel with switch in "On" position. A defeater shall be provided to bypass this interlock, with handle lockable in "On" position. All doors and panels shall be gasketed. All louvers shall be filtered with forced-air cooling as necessary by the supplier for conditions where installed. Enclosures shall be as manufactured by Hoffman or Saginaw. Enclosure rating shall be as follows, unless noted otherwise on the drawings or in the associated specification section.
 - 1. Indoor and/or dry locations: NEMA 12.
 - 2. Corrosive and/or damp locations including belowgrade spaces and outdoor locations: NEMA 4X, stainless steel.

- N. The equipment mounted within the enclosures shall be mounted on the enclosure back panel, neatly organized, and in accordance with the manufacturer's recommendations:
 - 1. All wiring within control panels shall be insulation type MTW, minimum size 16 AWG. Wiring within the enclosure shall be routed through plastic wiring troughs with removable covers. Maximum fill for wiring troughs shall be 60%. Terminal strips located adjacent to wiring troughs shall have a minimum of 1 1/2 inches between terminal strip and trough. All wiring in control panels not in wiring troughs shall be bound with continuous-type spiral windings.
 - 2. All I/O devices shall be wired to rail-mounted terminal blocks. Plastic wiring duct shall be Electrovert "Electro-duct," Panduit, or equal. Terminal blocks shall be Electrovert 9700 Series, Square D, Class 9080 Type G, or equal.
 - 3. Field wiring in dry locations shall be insulation type THHN, minimum size 14 AWG. Field wiring in damp or wet locations shall be insulation type XHHW-2, minimum size 14 AWG. All field wiring shall terminate at the rail-mounted terminal blocks. Splices are not allowed within enclosures or wireways. Field-wiring terminals shall be clearly identified as to which I/O terminals they are wired. Wire markers shall be permanently attached wraparound adhesive, or heat shrink-type markers. Wire numbering preprinted on the conductor and individual wraparound numbers are not acceptable.
 - 4. Jumpers between adjacent terminal blocks shall be copper jumper bars supplied by the terminal block manufacturer.
 - 5. All panels with DIN rail mounted equipment shall include a minimum of 25% spare DIN rail space.
 - 6. In addition to spare I/O specified herein, provide a minimum of 25% spare hot and neutral terminals, wired to terminal strips. Spare terminals shall be provided for all voltage sources within the panel (e.g., 120 V, 24 V).

- O. Fuse holders shall be provided with integral LEDs to indicate when the fuse is blown.

- P. All starters shall be equipped with auxiliary devices to meet the requirements of the drawings and specifications. Each starter operating at other than 120-volt single phase shall be equipped with a control transformer providing 120-volt secondary for control power. The use of one common control power transformer for all starters is allowed but may only be used for associated motor controls, alarm relays, timers, controllers (where applicable), etc. The common transformer may not be used for loads external to the control panel or for devices unrelated to the above-noted items. Transformer shall have fused primary and secondary connections and shall be sized in accordance with manufacturer's recommendations. Coils and pilot lights for all starters shall be 120 volts.
- Q. Motor control panels shall be factory-assembled, wired, and tested. All internal wiring shall be color-coded, numbered Class II, Type C, and each wire shall be terminated on terminal strips, including internal spares, field wiring, and spare field wires. Terminal blocks shall be located at the bottom or side of the enclosure, depending where the I/O conduits penetrate the enclosure. Provide a minimum of 25% spare terminals for all terminal blocks furnished. Schematic and wiring layout drawings following JIC Standards that show all connections to external devices, a complete bill of materials, and a detailed description of operation shall be submitted.
- R. Power supplies shall be protected against short-circuits and contain their own overcurrent and overvoltage protection. 12- and 24-volt DC power supplies shall be provided and installed in the enclosures for powering all analog input signals where required.
- S. All door-mounted devices shall be furnished flush-mounted, and an exterior-engraved phenolic nameplate worded by the manufacturer and reviewed by OWNER (upon receipt of shop drawings) shall be provided for each compartment, device, light, etc. All components within the enclosures shall be identified with interior-mounted engraved labels. Labels shall be installed on the enclosure backpanel and not on the device or wireway. Devices shall be grouped for each device or unit being controlled.
- T. Each panel shall have a specification grade, GFI duplex, 20-ampere, 120-volt receptacle fed from a dedicated 20-ampere single-pole circuit breaker.
- U. Control panels shall be provided with a 24 Vdc battery controller for an uninterruptible power supply (UPS) system sufficient to power the control panel for 60 minutes. Control power for all alarms, the alarm light, and alarm horn as specified herein shall be through the UPS. UPS shall be provided with a dry contact output to the alarm circuit in the event the UPS battery needs replacement. UPS shall have a rated current of 40 A, battery charging current of 2 A, and dry contacts rated for 30 Vdc, 1 A for DC Bus OK, Battery Fail, and Battery Discharged. UPS shall be Mean Well DR-UPS40, or equal. Provide a stand or shelf so that the UPS batteries do not sit on the bottom of the enclosure.
- V. Electrical service and motor control equipment in the control station panels shall be in accordance with the following, and shall have minimum 42,000 A rating for interrupting capacity. Provide fusing for individual motor branch circuits where necessary to limit the available current to the rating of the branch circuit.
- W. The main service breaker for the station control panel shall be service entrance rated, and provided with a surge protection device and three-phase monitor. This surge protection device shall be fed with a 30/3 breaker fed from the load side of the main and be an MCG Electronics, Inc., Model SF160M, or equal. The three-phase monitor shall be as

manufactured by Timemark, Model *269, or equal, for power/phase failure indication as well as to shut down the pumps. CONTRACTOR shall select voltage to match electrical service.

- X. Provide neutral landing lugs within motor control panel accepting utility service-entrance conductors. Neutral lugs shall be bonded to the ground bus, unless otherwise noted.
 - Y. A thermostatically controlled anti-condensation heater shall be provided in the control panel. Anti-condensation heater shall be Hoffman Model D-AH X000 Series, or equal, sized by CONTRACTOR. Provide Edwards, or equal, common alarm light Catalog Number 105XBRMR120A with outlet box attachment model 105BX and mounting bracket model 105BM, for outdoor use, or equal. The alarm light shall use a UPS for backup in the event of a power failure.
 - Z. Motor Control Panel Requirements:
 - 1. Number of Pumps: 2.
 - 2. Pump Disconnect: MCP Type, rating as required for pump motor.
 - 3. Pump Starter: 30 HP, VFD.
 - 4. Voltage, Phase, Amps: 480-volt, three-phase, 4-wire, 200 A Main Breaker.
 - 5. Automatic Alternator.
 - 6. Provide 20A, 2-pole thermal-magnetic circuit breaker for feed to 7.5 KVA "mini power zone" located inside pump station.
 - 7. Provide interface relays and contacts for the following points in the control panel. All points shall be wired and labeled at terminal strips in the panel for connection to SCADA system.
 - a. PUMP NO. 1 "IN AUTO."
 - b. PUMP NO. 2 "IN AUTO."
 - c. PUMP NO. 1 "RUN" (Local indication Green).
 - d. PUMP NO. 2 "RUN" (Local indication Green).
 - e. PUMP NO. 1 "CALL-TO-RUN FAIL.**
 - f. PUMP NO. 2 "CALL-TO-RUN FAIL.**
 - g. PUMP NO. 1 "VFD FAIL" (Local indication Red).**
 - h. PUMP NO. 2 "VFD FAIL" (Local indication Red).**
 - i. POWER/PHASE FAIL (Local Indication Red).*
 - j. BATTERY FAIL.
- * These alarms shall activate the common alarm light and SCADA system. Alarm light shall remain activated until the alarm condition clears.
- + Alarm signal to the SCADA system for each pump shall be a common alarm from the call-to-run fail logic, starter overload, and the motor thermostats (overtemperature).

2.06 CONTROL PHILOSOPHY

- A. Duplex Pump Station: Provide a H-O-A switch for each pump located on the inner front door of the control panel. In the "Hand" position, the pump shall start, bypassing all controls (unless otherwise noted). In the "Off" position, the pump shall be inoperable. In the "Auto" position, the pump shall be controlled from SCADA system. The SCADA system shall provide two panel inputs for Pump 1 Run and Pump 2 Run.

- B. Provide an automatic alternator. A three-position selector switch mounted on the control panel inner door shall be provided to select either pump as the lead pump or auto alternation of the two pumps.
- C. Each pump shall be provided with a discharge check valve limit switch dedicated call-to-run relay. When the pump is called to run (Hand and Auto modes), the call-to-run relay shall be energized and if a run signal is not received from the discharge check valve limit switch after an adjustable hard-wired time delay (0 seconds to 30 seconds), a call-to-run fail alarm shall be generated. Current switch shall be Veris Industries, Hawkeye H800HV, or equal, and include DIN rail mounting hardware. Elapsed time meter, run light on control panel inner door, and run input to the SCADA system shall be from the current switch.
- D. Provide an auxiliary contact from the phase fail relay, as specified herein, to shut down the pumps (Hand and Auto modes) in the event of undervoltage or single-phase condition. A time delay shall be provided for each pump so that after a power failure, the pumps will not restart simultaneously.

2.07 ARC FLASH HAZARD WARNING LABELS FOR NEW EQUIPMENT

- A. Equipment specified herein shall be provided with arc flash hazard warning labels based on an arc flash hazard analysis performed by the equipment manufacturer. Labels shall include, but not be limited to, the following items:
 - 1. Arc flash boundary.
 - 2. Flash hazard category (0 to 4).
 - 3. Minimum arc rating (cal/cm²).
 - 4. Required personal protective equipment.
- B. Warning labels shall be self-adhesive vinyl, 4 inches by 6 inches, and be as manufactured by Conney Safety Products, or equal.

PART 3—EXECUTION

3.01 INSTALLATION

- A. Provide motor control equipment in accordance with manufacturer's instructions and drawings.
- B. Overloads shall be selected on the basis of nameplate horsepower and service factor. Selection of overloads based on horsepower shown on the drawings is not acceptable. If power factor correction capacitors are provided, overload protection shall be compensated for the lower motor running current because of the improved power factor.
- C. All motor control wiring shall be installed in accordance with control wiring diagrams furnished.
- D. Wireways in motor control panels shall be used only for routing of conductors. Splices are not allowed within wireways.
- E. Motor Data: Provide neatly typed label inside each motor starter enclosure identifying motor served, nameplate horsepower, full load amperes, code letter, service factor, and voltage/phase rating.

- F. All motors will be provided by other divisions, ready for connections. CONTRACTOR shall be responsible for electrical connections for power and control circuit wiring, proper phase relationships, and correct motor rotation.
- G. Provide motor circuit wiring for each motor from the source of supply to the terminal box on the motor including all intermediate connections at devices such as motor starters, disconnect switches, and terminal strips.
- H. All control panels and equipment enclosures shall be cleaned of debris and wires neatly arranged with surplus length cut off. Spare wires shall be labeled as "spare" and where the wires terminate.
- I. All wiring within motor control panels shall be landed on terminals and not left unterminated within the panel or within wireways. This shall include all internal motor control wiring and external field wiring, including spare wires.
- J. Control wiring and field wiring (120 V and below) shall be separated from power wiring (277 V and above). Where possible, route control and field wiring in separate raceways or wireways. Provide a minimum of 2 inches separation between control wiring, field wiring, and power wiring.
- K. Equipment shall be thoroughly cleaned of all stains, paint spots, dirt, and dust. All temporary labels not used for instruction or operation shall be removed.
- L. All electrical equipment shall be provided with factory-applied prime finish, unless otherwise specified. If the factory finish on any equipment furnished by CONTRACTOR is damaged in shipment during construction, the equipment shall be refinished by CONTRACTOR. One can of touchup paint shall be provided for each different color factory finish that is to be the final finished surface of the product.

3.02 FIELD START-UP AND COMMISSIONING

- A. Provide the services of a qualified factory-trained manufacturer's representative to assist CONTRACTOR in installation and start-up of the equipment specified in this section. The manufacturer's representative shall provide technical direction and assistance to CONTRACTOR in general operation of the equipment, connections and adjustments, and testing of the assembly and components contained therein.
- B. The manufacturer's representative shall provide inspection of the final installation. The manufacturer's representative shall perform site start-up and functional checkout of the panel. Upon completion of the manufacturer's start-up and checkout, the manufacturer shall generate a site start-up and functional checkout report, documenting all systems checked, as well as any incomplete work remaining and operational deficiencies.
- C. CONTRACTOR shall provide three copies of the manufacturer's site start-up and functional checkout report to ENGINEER for review. Once ENGINEER has reviewed the report and all equipment is operating in accordance with the specifications, ENGINEER will make one site visit to check operation of the system. If the system is not ready or does not operate as specified, OWNER shall deduct payment to CONTRACTOR and make payment to ENGINEER for additional travel, expenses, and site visits until the equipment operates as specified.

3.03 TRAINING

- A. Upon successful completion of checkout by ENGINEER, a manufacturer's representative shall provide a demonstration of the automated sequences of operation. After this demonstration and acceptance by OWNER, the manufacturer shall provide 4 hours of "hands-on" training for OWNER's operating personnel that shall cover the following topics:
 - 1. Overall System Description and Theory of Operation.
 - 2. Automatic Operation.
 - 3. Manual Operation.
 - 4. Safeties and Protective Devices.
 - 5. Recommended System Check Lists and Log Sheets.
 - 6. Recommended Preventive Maintenance.

- B. One 4-hour training session for three operators shall be provided. The training session shall be conducted by a manufacturer's qualified representative. Training program shall include instructions on the assembly, controls, protective devices, and other major components. Travel time and expenses to the job site shall be over and above the time required to perform the training and shall be included in the Bid.

END OF SECTION

ADDENDUM NO. 1

PROJECT MANUAL

SHAKERTOWN PUMP STATION RENOVATION
CONTRACT 2-2017
LAKE VILLAGE WATER ASSOCIATION, KENTUCKY

Bids will be received until 2 P.M., local time, July 6, 2017.

This Addendum to the Project Manual is issued to modify, explain, or correct the original Project Manual and is hereby made part of the Contract Documents. Insert the number of this Addendum in the blank space provided in the Bid, page 00400-2.

A. SPECIFICATIONS

1. DIVISION 11211-CENTRIFUGAL PUMPS

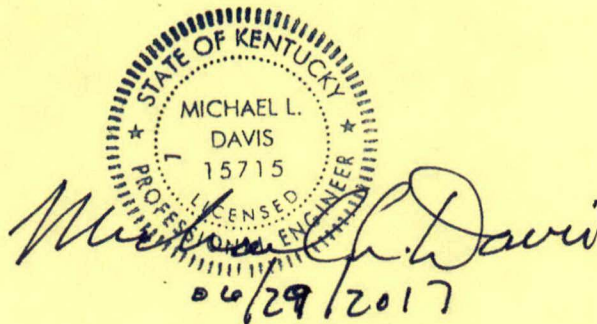
a. Page 11211-2, SECTION 11211-CENTRIFUGAL PUMPS, PART 1-GENERAL, 1.04

DELETE Paragraph D.

**BIDDERS MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM IN THE
SPACE PROVIDED IN THE BID FORM**

Dated at Lexington, Kentucky
June 29, 2017

STRAND ASSOCIATES, INC.®
1525 Bull Lea Road, Suite 100
Lexington, KY 40511



06/29/2017

ADDENDUM NO. 2

PROJECT MANUAL

SHAKERTOWN PUMP STATION RENOVATION
CONTRACT 2-2017
LAKE VILLAGE WATER ASSOCIATION, KENTUCKY

Bids will be received until 2 P.M., local time, July 6, 2017.

This Addendum to the Project Manual is issued to modify, explain, or correct the original Project Manual and is hereby made part of the Contract Documents. Insert the number of this Addendum in the blank space provided in the Bid, page 00400-2.

A. DRAWINGS

1. SHEET 05-ELECTRICAL PLAN AND DETAILS

CLARIFICATION: Light fixtures shall be as described here:

Fixture A: 2 lamp fluorescent, enclosed, gasketed, 120 V, Holophane 7200-4-12-J, or equal.

Fixture B: 2 lamp LED emergency light, wall mounted, thermoplastic enclosure, sealed nickel cadmium battery, 120V, Holophane Desoto DM30-WL-LED, or equal.

**BIDDERS MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM IN THE
SPACE PROVIDED IN THE BID FORM**

Dated at Lexington, Kentucky
June 30, 2017

STRAND ASSOCIATES, INC.®
1525 Bull Lea Road, Suite 100
Lexington, KY 40511

