2008 00380

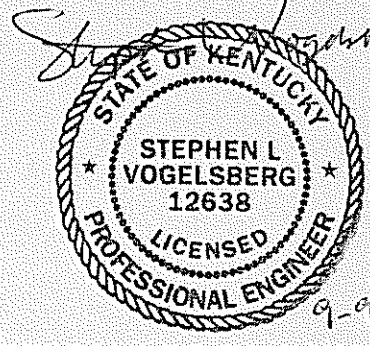
SPECIFICATIONS AND CONTRACT DOCUMENTS

Raw Water
And
Transmission Mains

Oldham County Water District
Buckner, KY

GRW PROJECT NO. 3236-04

June 2008



9-9-08

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ADVERTISEMENT FOR BIDS

Oldham County Water District
3707 W. Highway 146
LaGrange, KY 40031

Sealed Bids for the construction of the Raw Water and Transmission Mains consisting of approximately 4,790 L.F. of 24-inch D.I. water main; 2,700 L.F. of 30-inch water main; 14,700 L.F. of 36-inch water main, 47 L.F. of 24-inch water main bored and jacked under State Roads, 160 L.F. of 36-inch water main bored and jacked under State Roads, valves and hydrants, cast-in-place concrete valve vault, together with all related work as specified and shown on the drawings will be received by the Oldham County Water District at the district office until _____ a.m./p.m. (local time), and then at said office opened and publicly read aloud.

The CONTRACT DOCUMENTS, consisting of Advertisement for Bids, Instructions to Bidders, Bid, Bid Bond, Agreement, Notice of Award form, Notice to Proceed form, Construction Performance Bond, Construction Payment Bond, Sample Certificate of Insurance form, Affidavit of Assurances form, Application for Payment form, General Conditions, Supplemental General Conditions, Change Order form, Technical Specifications, Addenda, and Drawings, may be examined at the following locations:

GRW Engineers, Inc.
801 Corporate Drive
Lexington, KY 40503

GRW Engineers, Inc.
11909 Shelbyville Road, Suite 100
Louisville, KY 40243

AGC/McGraw-Hill
Const. Dodge Planroom
950 Contract Street, Suite 100
Lexington, KY 40505-3664

AGC/McGraw-Hill Const. Dodge
1717 Alliant Avenue, Suite 11
Louisville, KY 40299

McGraw-Hill Const. Dodge
7265 Kenwood Road
Suite 200
Cincinnati, OH 45236

Reed Const. Data/ABC Plan Rooms
1812 Taylor Avenue
Louisville, KY 40213

Builders Exchange of Louisville
2300 Meadow Drive
Louisville, KY 40218

AGC Ohio Chapter
Cincinnati Division
1010 Yale Avenue
Cincinnati, OH 45206

Copies of the CONTRACT DOCUMENTS may be obtained at the office of GRW Engineers Inc., located at 801 Corporate Drive, Lexington, Kentucky 40503, upon payment of $150.00 for each set. Payment is ***not refundable.***

Bids shall be accompanied by a bid bond or a certified check in an amount equal to five percent (5%) of the bid to insure the execution of the contract for which the bid is made. In case the bid is not accepted, the check or bid bond will be returned to the bidder, but if the bid is accepted and the bidder shall refuse or neglect to enter into a contract with the Oldham County Water District within ten (10) days after the time he has been notified of the acceptance of his bid, the said check or bid bond shall be forfeited to the Oldham County Water District as liquidated damages for the failure to do so.

No bidder may withdraw his bid for a period of ninety (90) days after closing time scheduled for the receipt of bids.

The Oldham County Water District reserves the right to waive informalities and to reject any and all bids.

By:_____

Phillip Ward, Superintendent
Oldham County Water District

INSTRUCTIONS TO BIDDERS

1. DEFINED TERMS

Terms used in these Instructions to Bidders have the meanings assigned to them in the General Conditions and the Supplemental General Conditions. The term "Bidder" means one who submits a Bid directly to Owner, as distinct from a subbidder, who submits a bid to a Bidder. The term "Successful Bidder" means the lowest, qualified, responsible, and responsive Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award. The term "Bidding Documents" includes the Advertisement or Invitation to Bid, Instructions to Bidders, the Bid Form, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

2. COPIES OF CONTRACT DOCUMENTS

2.1 Complete sets of the Contract Documents in the number and for the payment sum, if any, stated in the Advertisement or Invitation to Bid may be obtained from Engineer.

2.2 Complete sets of Contract Documents must be used in preparing Bids; neither Owner nor Engineer assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Contract Documents.

2.3 Owner and Engineer in making copies of Contract Documents available on the above terms do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

3. QUALIFICATIONS OF BIDDERS

To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit written evidence, such as financial data, previous experience, present commitments and other such data as may be called for herein or in the General Conditions. Each Bid must contain evidence of Bidder's qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the contract. The Owner may make such investigations as she/he deems necessary to determine the ability of the bidder to perform the Work, and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the contract and to complete the Work contemplated therein. Conditional Bids will not be accepted.

4. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

4.1 It is the responsibility of each Bidder before submitting a Bid, to (a) examine the Contract Documents thoroughly, (b) visit the site to become familiar with local conditions that may affect cost, progress, performance or furnishing of the Work, (c) consider federal, state, and local laws and regulations that may affect cost, progress, performance or furnishing of the Work, (d) study and carefully correlate Bidder's observations with the Contract Documents, and (e) notify Engineer of all conflicts, errors or discrepancies in the Contract Documents.

4.2 Reference is made to the Supplemental General Conditions of identification of:

4.2.1 Those reports of exploration and test of subsurface conditions at the site which have been utilized by Engineer in preparation of the Contract Documents. Bidder may rely upon the accuracy of the technical data contained in such reports but not upon nontechnical data, interpretations or opinions contained therein or for the completeness thereof for the purposes of bidding or construction.

4.2.2 Those drawings of physical conditions in or relating to existing surface and subsurface conditions (except Underground Facilities) which are at or contiguous to the site which have been utilized by Engineer in preparation of the Contract Documents. Bidder may rely upon the accuracy of the technical data contained in such drawings but not upon the completeness thereof for the purposes of bidding or construction.

4.2.3 Copies of such reports and drawings will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the technical data contained therein upon which Bidder is entitled to rely as provided in Paragraphs 4.2.1 and 4.2.2 are incorporated therein by reference. Such technical data has been identified and established in the Supplemental General Conditions.

4.3 Information and data reflected in the Contract Documents with respect to Underground Facilities at or contiguous to the site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities or others, and Owner does not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplemental General Conditions.

4.4 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders on subsurface conditions, Underground Facilities and other physical conditions, and possible changes in the Contract Documents due to differing conditions appear in Paragraphs 4.02 and 4.03 of the General Conditions.

4.5 Before submitting a Bid, each Bidder will, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies and obtain any additional information and data which pertain to the physical conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site or otherwise which may affect cost progress, performance or furnishing of the Work and which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price, and other terms and conditions of the Contract Documents.

4.6 On request in advance, Owner will provide each Bidder access to the site to conduct such explorations and tests as each Bidder deems necessary for submission of a Bid. Bidders shall fill all holes, clean up and restore the site to its former condition upon completion of such explorations.

4.7 The lands upon which the Work is to be performed, rights-of-ways, and easement for access thereto and other lands designated for use by the Contractor to perform the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by Contractor. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by Owner unless otherwise provided in the Contract Documents.

11.5 All names must be typed or printed below the signature.

11.6 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).

11.7 The address and telephone number for communications regarding the Bid must be shown.

11.8 The Bid price shall include such amounts as the Bidder deems proper for overhead and profit on account of any cash allowances named in the Contract Documents as provided in Paragraph 11.02 of the General Conditions.

11.9 Each Bid must be submitted on the prescribed form and accompanied by the submittals listed in the Bid Form.

12. SUBMISSION OF BIDS

Bids shall be submitted at the time and place indicated in the Advertisement for Bids and shall be enclosed in an opaque sealed envelope, marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted) and name and address of the Bidder and accompanied by the Bid Security and other required documents. If the Bid is sent through the mail or other delivery system the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it.

13. MODIFICATION AND WITHDRAWAL OF BIDS

13.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

13.2 If, within twenty-four (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, that Bidder will be disqualified from further bidding on the Work to be provided under the Contract Documents.

14. OPENING OF BIDS

Bids will be opened and (unless obviously non-responsive) read aloud publicly. An abstract of the amounts of the Base Bids and major alternatives (if any) will be made available to Bidders after the opening of Bids.

15. BIDS TO REMAIN SUBJECT TO ACCEPTANCE

All Bids will remain subject to acceptance for ninety (90) days after the day of the Bid opening, but Owner may, in its sole discretion, release any Bid and return the Bid Security prior to that date.

16. AWARD OF CONTRACT

16.1 Owner reserves the right to reject any and all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and

evaluation, to be nonresponsible. Owner may also reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder.

Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate Contract terms with the Successful Bidder.

16.2 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

16.3 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.

16.4 In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplemental General Conditions.

16.5 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the Contract Documents.

16.6 If the Contract is to be awarded, Owner will award the Contract to the Bidder whose Bid is in the best interests of the Project.

16.7 If the Contract is to be awarded, Owner will give the Successful Bidder a Notice of Award within ninety (90) days after the day of the Bid opening.

17. CONTRACT SECURITY

Paragraph 5.01 of the General Conditions as may be modified by the Supplemental General Conditions set forth Owner's requirements as to Performance and Payment Bonds. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by the required Performance and Payment Bonds.

18. SIGNING OF AGREEMENT

When Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within ten (10) days thereafter, Contractor shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner with the required Bonds. Within ten (10) days thereafter, Owner shall deliver one fully signed counterpart to Contractor. Each counterpart is to be accompanied by a complete set of the Drawings with appropriate identification.

19. RETAINAGE

Provisions concerning retainage and Contractors' rights to deposit securities in lieu of retainage are set forth in the Agreement.

20. POWER OF ATTORNEY

Attorneys-in-fact who sign Bid Bonds or Contract Bonds must file with each bond a certified and effective dated copy of their power of attorney.

21. LAWS AND REGULATIONS

The Bidder's attention is directed to the fact that all applicable State Laws, municipal ordinance, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.

22. SAFETY STANDARDS AND ACCIDENT PREVENTION

With respect to all Work performed under this contract, the Contractor shall:

a. Comply with the safety standards provisions of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, the requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-596), and the requirements of Title 29 of the Code of Federal Regulations, Section 1518 as published in the "Federal Register", Volume 36, No. 75, Saturday, April 17, 1971.

b. Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.

c. Maintain at his/her office or other well known place at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or doctor's care of persons (including employees), who may be injured on the job site before the employer has made a standing arrangement for removal of injured persons to a hospital or a doctor's care.

BID

PROJECT DESCRIPTION: Raw Water and Transmission Mains

GRW PROJECT NO.: 3236-04

THIS BID IS SUBMITTED TO: Oldham County Water District
3707 W. Highway 146
LaGrange, KY 40031

1.01 The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

2.01 BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation, those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for ninety (90) days after the day of Bid opening. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within ten (10) days after the date of OWNER's Notice of Award.

3.01 In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

(a) BIDDER has examined copies of all the Bidding Documents and the following addenda (receipt of all which is hereby acknowledged):

ADDENDUM NUMBER	ADDENDUM DATE
_____	_____
_____	_____
_____	_____

(b) BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, Site, Locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishings of the Work.

(c) BIDDER has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions which are identified in the Supplemental General Conditions as provided in paragraph 4.02 of the General Conditions, and accepts the determination set forth in the Supplemental General Conditions of the extent of the

technical data contained in such reports and drawings upon which BIDDER is entitled to rely.

(d) BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, and studies (in addition to or to supplement those referred to in (c) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.02 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by BIDDER for such purposes.

(e) BIDDER has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, or similar information or data in respect of said Underground Facilities are or will be required by BIDDER in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraph 4.04 of the General Conditions.

(f) BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, and studies with the terms and conditions of the Contract Documents.

(g) BIDDER has given ENGINEER written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER.

4.01 BIDDER further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

5.01 BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices:

Notes: 1. Bids shall include sales tax, where required, and all other applicable taxes and fees.

Bid Schedule

Item No.	Bid Items	Approximate Quantity	Unit	Unit Bid Price	Total Price
RAW WATER MAIN					
1	24-inch Ductile Iron Water Main (pressure class 200)	4782	LF	$	$
2	20-inch Ductile Iron Water Main (pressure class 200)	10	LF	$	$
3	Connection to existing 24-inch water main w/24-inch tee (Dry Connection)	1	EA	$	$
4	Air Release Valve – Type "A"	2	EA	$	$
5	24-inch Ductile Iron Water Main Bored and Jacked in a 38-inch steel encasement pipe beneath KY 524 (Covington Rodge Rd)	47	LF	$	$
6	Ductile Iron Fittings	10	TON	$	$
7	8-inch Flush Valve Assembly	2	EA	$	$
8	20-inch Butterfly Valve and Box	1	EA	$	$
9a	24-inch Butterfly Valve and Box	6	EA	$	$
9b	36-inch Butterfly Valve and Box	1	EA	$	$
10	Concrete for Cradles, Anchors, or Encasement	50	CY	$	$
11	Aggregate Surface Replacement	260	LF	$	$
12	Special Granular Fill for Pipe Bedding	25	TON	$	$
SUB-TOTAL RAW WATER MAIN					$
LINE "A"					
13	30-inch Ductile Iron Water Main (pressure class 250)	2,530	LF	$	$
14	36-inch Ductile Iron Water Main (pressure class 250)	9,750	LF	$	$
15	36-inch Restrained Joint Ductile Iron Water Main (pressure class 350)	3,240	LF	$	$

Bid Schedule

Item No.	Bid Items	Approximate Quantity	Unit	Unit Bid Price	Total Price
16	36-inch Non-Restrained Joint Ductile Iron Water Main (pressure class 350)	1,510	LF	$	$
17	Connection to existing 24-inch water main (Dry Connection)	1	EA	$	$
18a	Air Release Valve – Type "A"	4	EA	$	$
18b	Air Release Valve – Type "B"	7	EA	$	$
18c	Combination Vacuum Relief and Air Release Valve – Type "A"	3	EA	$	$
18d	Combination Vacuum Relief and Air Release Valve – Type "B"	3	EA	$	$
19	36-inch Ductile Iron Water Main Bored and Jacked in a 50-inch steel encasement pipe beneath KY 524 (Westport Road)	67	LF	$	$
20	36-inch Ductile Iron Water Main Bored and Jacked in a 50-inch steel encasement pipe beneath US 42	83	LF	$	$
21	Ductile Iron Fittings	4	TON	$	$
22	12-inch Type "A" Flush Valve Assembly	1	EA	$	$
22a	12-inch Type "B" Flush Valve Assembly	3	EA	$	$
23	8-inch Blow off/Drain Assembly	1	EA	$	$
24	20-inch High Pressure Ball Valve Installed in Vault	1	EA	$	$
25	30-inch Butterfly Valve and Box	2	EA	$	$
26	36-inch Butterfly Valve and Box	2	EA	$	$
27	20-inch x 36-inch Restrained Reducer	1	EA	$	$
28	36-inch Restrained Joint 11.25 Bend (vertical)	2	EA	$	$
29a	36-inch Restrained Joint 22.5 Bend (horizontal)	5	EA	$	$

Bid Schedule

Item No.	Bid Items	Approximate Quantity	Unit	Unit Bid Price	Total Price
29b	36-inch Restrained Joint 22.5 Bend (vertical)	1	EA	$	$
30	36-inch Restrained Joint 45 Bend (horizontal)	8	EA	$	$
31	High Service Meter Vault	1	EA	$	$
32	Concrete for Cradles, Anchors, Trench Dams or Encasement	175	CY	$	$
33	Aggregate Surface Replacement	30	LF	$	$
34	Special Granular Fill Pipe Bedding	30	TON	$	$
35	Remobilize to Flush and Disinfect Line A	1	LS	$	$
36	Rip-Rap for Creek Crossing	30	TON	$	$
37	Manufactured Sand	17,865	Ton	$	$
38	Trench Dam	6	EA	$	$
39	Dense Grade Aggregate for Creek Crossing	30	TON	$	$
40	4" PVC Drain to Daylight with Screen and Concrete Pad	2,424	LF	$	$
41	Hydrant Assembly	3	EA	$	$
SUB-TOTAL LINE "A"					
TOTAL BID PRICE					$

TOTAL BID PRICE:

_____, ($_____)

(Use Words) **(Figures)**

6.01 BIDDER agrees that the Work will be complete within 240 days after the date when the Contract Time commences to run as provided in Paragraph 2.03 of the General Conditions and ready for final payment within 270 days after the date when the Contract Time commences to run.

BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.

7.01 The following documents are attached to and made a condition of this bid:

(a) Required Bid Security in the form of Bid Bond or Certified Check.

(b) A tabulation of Subcontractors, Suppliers and other persons and organizations required to be identified in the Bid.

(c) Required BIDDER'S Qualification Statement with supporting data.

8.01. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

Respectfully submitted:

Contractor:

_____

_____

By:_____
(Signature)

_____
(Type or Print Name)

Contractor's Address:

_____

_____

_____

Telephone Number _____

SEAL (if BID is by Corporation)

Attest_____

PROPOSED SUBCONTRACTORS

Each bidder shall enter, in the spaces provided, the names of major subcontractors he proposes to employ and the classification or type of work that they will perform. Upon award of contract, the named subcontractors shall be employed to perform the work, unless changes are specifically authorized by the Engineer.

A major subcontractor is defined as a subcontractor whose subcontract constitutes approximately three (3) per cent or more of the total contract amount.

Failure to furnish all information requested in this Questionnaire may be cause for rejection of the Bid.

LIST OF SUBCONTRACTORS

SUBCONTRACTOR'S /ADDRESS	WORK DESCRIPTION/TOTAL VALUE

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.

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 by 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 and 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 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 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 or 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.

QUESTIONNAIRE

The undersigned guarantees the accuracy of all statements and answers herein contained. (Please print in ink).

1. How many years has your firm been in business as a General Contractor? _____

2. List three (3) projects of this nature that you have completed and give the name, address, and telephone number of a reference from each. Also give the completed cost of each project listed.

_____

_____

_____

_____

_____

_____

3. List projects presently under construction by your firm, dollar volume of the contract, and the percent of completion.

_____

_____

_____

_____

4. Have you ever failed to complete work awarded to you? If so, state where and why.

_____

_____

_____

_____

_____

5. Have you or your authorized representative personally inspected the location of the proposed work and do you have a clear understanding of the requirements of the Plans, Specifications, and other Contract Documents?

_____

6. Do you plan to sublet any part of this work? If so, give details.

7. What equipment do you own that is available for this work?

8. What equipment do you plan to rent or purchase for this work?

9. Have you ever performed similar work under the direction of a Consulting Engineer or Registered Architect? If so, list three (3) such firms giving the name of the firm, its address, telephone number and the name of the project. (List most recent project.)

10. Give the name, address, and telephone number of an individual who represents each of the following who the Owner may contact to investigate your financial responsibility: A surety, a bank and a major material supplier.

11. Give a summary of your financial statement. (List assets and liabilities; use an insert sheet, if desired).

_____

_____

_____

_____

_____

_____

_____

_____

Respectfully submitted,

_____

Signature

_____

Title

EJCDC
STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR ON THE BASIS OF A STIPULATED PRICE

THIS AGREEMENT is dated as of the _____, day of _____, in the year 2008,

by and between Oldham County Water District (hereinafter

called Owner) and _____ (hereinafter called Contractor).

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

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

The construction of the Raw Water and Transmission Mains consisting of approximately 4,790 L.F. of 24-inch D.I. water main; 2,700 L.F. of 30-inch water main; 14,700 L.F. of 36-inch water main, 47 L.F. of 24-inch water main bored and jacked under State and County Roads, 160 L.F. of 36-inch water main bored and jacked under State Roads, valves and hydrants, cast-in-place concrete valve vault, together with all related work as specified and shown on the drawings.

ARTICLE 2 - ENGINEER

The Project has been designed by

GRW Engineers, Inc.

who is hereinafter called Engineer and who is 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 completion of the Work in accordance with the Contract Documents.

ARTICLE 3 - CONTRACT TIME

3.1 The Work will be substantially complete within 240 days from the date when the Contract Time commences to run as provided in Paragraph 2.03 of the General Conditions and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 270 days from the date when the Contract Time commences to run.

3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer a financial loss if the Work is not completed within the times specified in Paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in a legal or arbitration proceeding in proving 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) Contractor shall pay Owner as stipulated in Section 17.06 of the Supplemental General Conditions for each day that expires after the time specified in Paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner as stipulated in Section 17.06 of the Supplemental General Conditions for each day that expires after the time specified in Paragraph 3.1 for completion and readiness for final payment.

ARTICLE 4. CONTRACT PRICE

4.1 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents in current funds in the amount stated in the Contractor's Bid, copy of which is attached.

ARTICLE 5. PAYMENT PROCEDURES

Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

5.1 Progress Payments. Owner shall make payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the 30th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values established in Paragraph 2.07 of 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 in the General Requirements.

a. The Progress Payments shall include the cost of Stored Materials, LESS an amount of retainage equal to 10% of their total cost. Stored materials are defined as materials and equipment not incorporated in the Work but delivered, suitably stored and accompanied by documentation satisfactory to Owner as provided in Paragraph 14.02A of the General Conditions.

b. Prior to completion of 50% of the total project, calculated on the basis of Work completed, Progress Payments shall be made in the amount of Work completed, LESS an amount of retainage equal to 10% of the total entitlement to date.

5.2 Upon completion of 50% of the total project, calculated on the basis of Work completed, Owner may determine that the percentage of retainage may be reduced. This determination is based on the satisfactory quality and progress of the Work as determined by the Engineer and the Owner. Upon application by Contractor and approval by Owner, there will be no additional retainage on account of Work subsequently completed; that is, the total monetary value of the retainage will remain the same until the approved Certificate of Substantial Completion has been issued, in accordance with Paragraph 14.04.A of the General Conditions.

5.3 Upon issuance of the Certificate of Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100% of the Contract Price, LESS such amounts as the Engineer has determined and documented in the issuance of the Certificate of Substantial Completion, or which Owner may withhold in accordance with Paragraph 14.04.A of the General Conditions.

5.4 Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 6 - CONTRACTOR'S REPRESENTATIONS

In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

6.1 Contractor has familiarized itself with the nature and extent of the Contract Documents, Work, Site, Locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance, or furnishing the Work.

6.2 Contractor has studied carefully any reports of explorations and tests of subsurface conditions and drawings of physical conditions which are identified in the Supplemental General Conditions as provided in Paragraph 4.02 of the General Conditions, and accepts the determination set forth in of the Supplemental General Conditions of the extent of the technical data contained in such reports and drawings upon which Contractor is entitled to rely.

6.3 Contractor has obtained and carefully studied (or assumes responsibility of obtaining and carefully studying) all such examinations, investigations, exploration, tests, reports, and studies (in addition to or to supplement those referred to in Paragraph 7.2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as Contractor considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraph 4.02 of the General Conditions; and no additional examination, investigations, explorations, tests, reports, studies or similar information or data are or will be required by Contractor for such purposes.

6.4 Contractor has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies, or similar information or data in respect of said Underground Facilities are or will be required by Contractor in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraph 4.04 of the General Conditions.

6.5 Contractor has correlated the results of such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.

6.6 Contractor has given Engineer written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

6.7 The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 7. CONTRACT DOCUMENTS

The Contract Documents consist of the following:

7.1 This Agreement (Pages 1 to 5, inclusive).

7.2 Performance, Payment, and other Bonds.

7.3 Notice of Award and Notice to Proceed.

7.4 General Conditions (Pages 1 to 38, inclusive).

7.5 Supplemental General Conditions (Pages 1, to 9 inclusive).

7.6 Specifications as listed in the Table of Contents.

7.7 Drawings, consisting of 17 sheets, bearing the following general title: Raw Water & Transmission Mains / Water System Improvements.

7.8 Addenda numbers _____ to_____, inclusive.

7.9 Contractor's Bid (Pages 1 to 6, inclusive) together with Supplementary Information Submitted with the Bid.

7.10 Documentation submitted by Contractor prior to Notice of Award.

7.11 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to Paragraph 3.04 of the General Conditions.

There are not Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 8. MISCELLANEOUS

8.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

8.2 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 monies that may become due and monies that are 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.

8.3 Owner and Contractor each binds itself, its partners, successor, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representative in respect of all covenants, agreements, and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in the required number of originals. One counterpart each has been delivered to Owner, Contractor, and Engineer. All portions of the Contract Documents have been signed or identified by Owner or by Engineer on their behalf.

This Agreement will be effective on _____.

OWNER:

_____

_____

(Authorized Signature for Owner)

ATTEST: (Corporate Seal)

_____

(Signature)

Address For Giving Notices:

_____

_____

_____

CONTRACTOR: _____

_____

_____

(Authorized Signature for Contractor)

ATTEST: (Corporate Seal)

_____

(Signature)

Address For Giving Notices:

_____

_____

_____

3. (List other conditions precedent).

Failure to comply with these conditions within the time specified will entitle OWNER to consider your bid abandoned, to annul this Notice of Award and to declare your Bid Security forfeited.

Within ten days after you comply with those conditions, OWNER will return to you one fully signed counterpart of the Agreement with the Contract Documents attached.

Oldham County Water District

(OWNER)

(AUTHORIZED SIGNATURE)

(TITLE)

COPY TO ENGINEER
(Use Certified Mail,
Return Receipt Requested)

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by _____

_____

this the _____ day of _____ 20 ___ .

_____

Contractor **Title**

NOTICE TO PROCEED

Dated: _____

To: _____
(Contractor)

_____

Address: _____

_____

Contract: _____
(Insert Name Of Contract As It Appears In The Bidding Documents)

Owner's Contract No.: _____

You are notified that the Contract Times under the above Contract will commence to run _____. By that date, you are to start performing your obligations under the Contract Documents. In accordance with the Agreement, the date of Substantial Completion is _____and the date of readiness for final payment is _____.

Before you may start any Work at the Site, Paragraph 2.05.C of the General Conditions provides that you and Owner must each deliver to the other (with copies to Engineer and other identified additional insureds) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

EJCDC No. 1910-23 (1996 Edition)
Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specifications Institute.

Also, before you may start any Work at the Site you must:

(add other requirements)

_____

_____

_____

_____

_____

Oldham County Water District

(OWNER)

_____

(AUTHORIZED SIGNATURE)

_____

(TITLE)

COPY TO ENGINEER
(Use Certified Mail,
Return Receipt Requested)

ACCEPTANCE OF NOTICE

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

_____

this the _____ day of _____ 20 ___ .

_____

Contractor **Title**

CONSTRUCTION PERFORMANCE BOND (SAMPLE)

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

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business):

OWNER (Name and Address):

CONSTRUCTION CONTRACT
Date:
Amount:
Description (Name and Location):

BOND
Date (Not earlier than Construction Contract Date):
Amount:
Modifications to this Bond Form:

CONTRACTOR AS PRINCIPAL
Company: (Corp. Seal)

Signature_____
Name and Title:

SURETY
Company: (Corp. Seal)

Signature_____
Name and Title:

CONTRACTOR AS PRINCIPAL
Company: (Corp. Seal)

Signature_____
Name and Title:

SURETY
Company: (Corp. Seal)

Signature_____
Name and Title:

EJCDC No. 1910-28A(1984 Edition)
Prepared through the joint efforts of the Surety Association of America. Engineers' Joint Contract Documents Committee. The Associated General Contractors of America and the American Institute of Architects.

1. The Contractor and the 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 to participate in conferences as provided in Subparagraph 3.1.

3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

3.1. The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below, that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall he allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owners right, if any, subsequently to declare a (Contractor Default); and

3.2. The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

3.3. The Owner has agreed to pay the balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4. 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:

4.1. Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

4.2. Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

4.3. 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 the contractor selected with the Owner's 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 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

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, tender payment therefor to the Owner; or

2. Deny liability in whole or in part and notify the Owner citing reasons therefor.

5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen 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 Subparagraph 4.4, and the Owner refuses the payment tendered 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.

6. After the Owner has terminated the Contractor's rights to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2 or 4.3 above, 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 by greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1. The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 . 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 4; and

6.3 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.

7. 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, or successors.

8. 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.

9. 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 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 Bonds, whichever occurs first. 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.

10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11. 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. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Definitions.

12.1. 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 to the Contractor of 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.

12.2. Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3. Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4. Owner Default: Failure of the Owner which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

(FOR INFORMATION ONLY - Name, Address and Telephone)	
AGENT or BROKER:	OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

CONSTRUCTION PAYMENT BOND (SAMPLE)

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

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business):

OWNER (Name and Address):

CONSTRUCTION CONTRACT
Date:
Amount:
Description (Name and Location):

BOND
Date (Not earlier than Construction Contract Date):
Amount:
Modifications to this Bond Form:

CONTRACTOR AS PRINCIPAL
Company: (Corp. Seal)

Signature_____
Name and Title:

SURETY
Company: (Corp. Seal)

Signature_____
Name and Title:

CONTRACTOR AS PRINCIPAL
Company: (Corp. Seal)

Signature_____
Name and Title:

SURETY
Company: (Corp. Seal)

Signature_____
Name and Title:

EJCDC No. 1910-28B(1984 Edition)
Prepared through the joint efforts of the Surety Association of America. Engineers' Joint Contract Documents Committee. The Associated General Contractors of America. American Institute of Architects. American Subcontractors Association. and the Associated Specialty Contractors.

SUPPLEMENTAL ATTACHMENT FOR CERTIFICATE OF INSURANCE

PROJECT _____

INSURED _____

		Yes	No	N/A
A.	**General Liability**			
1.	Does the General Aggregate apply to this Project only?	☐	☐	☐
2.	Does this policy include coverage for:			
a.	Premises—Operations?	☐	☐	☐
b.	Explosion, Collapse and Underground Hazards?	☐	☐	☐
c.	Personal Injury Coverage?	☐	☐	☐
d.	Products Coverage?	☐	☐	☐
e.	Completed Operations?	☐	☐	☐
f.	Contractual Coverage for the Insured's Obligations in Paragraph 5.04.B.4 of the General Conditions.	☐	☐	☐
B.	**Worker's Compensation**			
1.	If the Insured is exempt from Worker's Compensation statutes, does the Insured carry the equivalent Voluntary Compensation coverage?	☐	☐	☐
C.	**Final Payment Information**			
1.	Is the certificate being furnished in connection with the Contractor's request for final payment in accordance with the requirements of Paragraph 14.07.A.2 of the General Conditions?	☐	☐	☐
2.	If so, and if the policy period extends beyond Project Completion Date, is Completed Operations coverage for this Project continued for the balance of this policy period?	☐	☐	☐
D.	**Termination Provisions**			
1.	Has each policy shown on the certificate and this Supplement been endorsed to provide the holder with 30 days notice of cancellation and/or expiration? List below any policies which do not contain this notice.	☐	☐	☐

E. Other Provisions

_____

Authorized Representative

_____

Date of Issue

DOH-BCE-04
January 2000

Case No. _____

Project Name _____

City/County _____

AFFIDAVIT OF ASSURANCES PURSUANT TO KRS.198B.060 (10)

Come the Applicant, *(PLEASE PRINT NAME)* _____

and states pursuant to KRS 198B.060 (10), that all contractors and subcontractors employed or that will be employed on any activity under the above referenced project shall be in compliance with the Commonwealth of Kentucky requirements for Worker's Compensation Insurances (according to KRS Chapter 342) and Unemployment Insurance (according to KRS Chapter 341).

This the _____ Day of _____, 20__.

_____
CONTRACTOR, OWNER OR OWNER'S AGENT

SUBSCRIBED AND SWORN to before me by _____, Applicant, on this the _____ day of _____, 20__.

_____
NOTARY PUBLIC STATE AT LARGE

MY COMMISSION EXPIRES: _____, 20___.

NOTE: This Affidavit of Assurances shall be submitted for any project under state jurisdiction and where there is no local building official. Persons claiming exemption to the Worker's Compensation Laws should file Affidavit of Exemption with the Kentucky Department of Worker's Claims, Division of Security & Compliance, 1270 Louisville Road, Frankfort, KY 40601. (800/554-8601)

EJCDC

GENERAL CONDITIONS

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GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Contract Documents and printed with initial or all capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof.

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the Contract Documents.

2. *Agreement*--The written instrument which is evidence of the agreement between OWNER and CONTRACTOR covering the Work.

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. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*--The offer or proposal of a bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidding Documents*--The Bidding Requirements and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

7. *Bidding Requirements*--The Advertisement or Invitation to Bid, Instructions to Bidders, Bid security form, if any, and the Bid form with any supplements.

8. *Bonds*--Performance and payment bonds and other instruments of security.

9. *Change Order*--A document recommended by ENGINEER 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, issued on or after the Effective Date of the Agreement.

10. *Claim*--A demand or assertion by OWNER or CONTRACTOR seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*--The entire and integrated written agreement between the OWNER and CONTRACTOR concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*--The Contract Documents establish the rights and obligations of the parties and include the Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Notice to Proceed, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and Engineer's written interpretations and clarifications issued on or after the Effective Date of the Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents. Only printed or hard copies of the items listed in this paragraph are Contract Documents. Files in electronic media format of text, data, graphics, and the like that may be furnished by OWNER to CONTRACTOR are not Contract Documents.

13. *Contract Price*--The moneys payable by OWNER to CONTRACTOR for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*--The number of days or the dates stated in the Agreement to: (i) achieve Substantial Completion; and (ii) complete the Work so that it is ready for final payment as evidenced by ENGINEER's written recommendation of final payment.

15. *CONTRACTOR*--The individual or entity with whom OWNER has entered into the Agreement.

16. *Cost of the Work*--See paragraph 11.01.A for definition.

17. *Drawings*--That part of the Contract Documents prepared or approved by ENGINEER which graphically shows the scope, extent, and character of the Work to be performed by CONTRACTOR. Shop Drawings and other CONTRACTOR submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*--The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *ENGINEER*--The individual or entity named as such in the Agreement.

20. *ENGINEER's Consultant*--An individual or entity having a contract with ENGINEER to furnish services as ENGINEER's independent professional associate or consultant with respect to the Project and who is identified as such in the Supplementary Conditions.

21. *Field Order*--A written order issued by ENGINEER which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

22. *General Requirements*--Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

23. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

24. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

25. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

26. *Liens*--Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

27. *Milestone*--A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

28. *Notice of Award*--The written notice by OWNER to the apparent successful bidder stating that upon timely compliance by the apparent successful bidder with the conditions precedent listed therein, OWNER will sign and deliver the Agreement.

29. *Notice to Proceed*--A written notice given 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 under the Contract Documents.

30. *OWNER*--The individual, entity, public body, or authority with whom CONTRACTOR has entered into the Agreement and for whom the Work is to be performed.

31. *Partial Utilization*--Use by OWNER of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.

32. *PCBs*--Polychlorinated biphenyls.

33. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

34. *Project*--The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part as may be indicated elsewhere in the Contract Documents.

35. *Project Manual*--The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

36. *Radioactive Material*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

37. *Resident Project Representative*--The authorized representative of ENGINEER who may be assigned to the Site or any part thereof.

38. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

39. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for CONTRACTOR and submitted by CONTRACTOR to illustrate some portion of the Work.

40. *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 for access thereto, and such other lands furnished by OWNER which are designated for the use of CONTRACTOR.

41. *Specifications*--That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

42. *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 at the Site.

43. *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.

44. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements these General Conditions.

45. *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 any Subcontractor.

46. *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 those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

47. *Unit Price Work*--Work to be paid for on the basis of unit prices.

48. *Work*--The entire completed 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, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

49. *Work Change Directive*--A written statement to CONTRACTOR issued on or after the Effective Date of the Agreement and signed by OWNER and recommended by ENGINEER ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

50. *Written Amendment*--A written statement modifying the Contract Documents, signed by OWNER and CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the nonengineering or nontechnical rather than strictly construction-related aspects of the Contract Documents.

1.02 *Terminology*

A. *Intent of Certain Terms or Adjectives*

1. Whenever in the Contract Documents the terms "as allowed," "as approved," or terms of like effect or import are used, or 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 action or determination will be solely to evaluate, in general, the completed Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed 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 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 paragraph 9.10 or any other provision of the Contract Documents.

B. *Day*

1. The word "day" shall constitute a calendar day of 24 hours measured from midnight to the next midnight.

C. *Defective*

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it does not conform to the Contract Documents or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or 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 14.04 or 14.05).

D. *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. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of CONTRACTOR, "provide" is implied.

E. Unless stated otherwise in the Contract Documents, words or phrases which 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*

A. When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish.

2.02 *Copies of Documents*

A. OWNER shall furnish to CONTRACTOR up to ten copies of the Contract Documents. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *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 Agreement 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 Agreement. 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 Agreement, whichever date is earlier.

2.04 *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 the date on which the Contract Times commence to run.

2.05 *Before Starting Construction*

A. *CONTRACTOR's Review of Contract Documents:* Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error, ambiguity, or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected thereby; however, 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 knew or reasonably should have known thereof.

B. *Preliminary Schedules:* Within ten days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), CONTRACTOR shall submit to ENGINEER for its 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 Documents;

2. a preliminary schedule of Shop Drawing and Sample submittals which will list each required submittal and the times for submitting, reviewing, and processing such submittal; 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.

C. *Evidence of Insurance:* Before any Work at the Site is started, CONTRACTOR and OWNER shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which CONTRACTOR and OWNER respectively are required to purchase and maintain in accordance with Article 5.

2.06 ***Preconstruction Conference***

A. Within 20 days after the Contract Times start to run, but before any Work at the Site is started, a conference attended by 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 2.05.B, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

2.07 ***Initial Acceptance of Schedules***

A. Unless otherwise provided in the Contract Documents, at least ten 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 2.05.B. CONTRACTOR shall have an additional ten 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 any specified Milestones and 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 Shop Drawing and Sample 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 component parts of the Work.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 ***Intent***

A. The Contract Documents are complementary; what is called for by one is as binding as if called for 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. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to OWNER.

C. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided in Article 9.

3.02 ***Reference Standards***

A. *Standards, Specifications, Codes, Laws, and Regulations*

1. Reference to standards, specifications, manuals, 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, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement 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 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 Contract Documents, nor shall any such provision or instruction be effective to assign to OWNER, ENGINEER, or any of ENGINEER's Consultants, agents, or employees 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 Contract Documents.

3.03 ***Reporting and Resolving Discrepancies***

A. *Reporting Discrepancies*

1. If, during the performance of the Work, CONTRACTOR discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, CONTRACTOR shall report it to ENGINEER in writing at once. CONTRACTOR shall not proceed with the Work affected thereby (except in an emergency as required by paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in paragraph 3.04; provided, however, that CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any such conflict, error, ambiguity, or discrepancy unless CONTRACTOR knew or reasonably should have known thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); 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 ***Amending and Supplementing Contract Documents***

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways: (i) a Written Amendment; (ii) a Change Order; or (iii) a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways: (i) a Field Order; (ii) ENGINEER's approval of a Shop Drawing or Sample; or (iii) ENGINEER's written interpretation or clarification.

3.05 ***Reuse of Documents***

A. CONTRACTOR and any Subcontractor or Supplier or other individual or entity performing or furnishing any of the Work under a direct or indirect contract with OWNER: (i) shall not 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 ENGINEER's Consultant, including electronic media editions; and (ii) shall not reuse any of 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. This prohibition will survive final payment, completion, and acceptance of the Work, or termination or completion of the Contract. Nothing herein shall preclude CONTRACTOR from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS

4.01 ***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. OWNER will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If CONTRACTOR and OWNER are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in OWNER's furnishing the Site, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

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 the Work is to be performed 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.

4.02 ***Subsurface and Physical Conditions***

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that ENGINEER has used in preparing the Contract Documents; and

2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that ENGINEER has used in preparing the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER, or any of ENGINEER's Consultants 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.

4.03 ***Differing Subsurface or Physical Conditions***

A. *Notice:* If CONTRACTOR believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed 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 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; 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 6.16.A), notify OWNER and ENGINEER in writing about such condition. CONTRACTOR shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *ENGINEER's Review:* After receipt of written notice as required by paragraph 4.03.A, ENGINEER will promptly review the pertinent condition, determine the necessity of OWNER's obtaining additional exploration or tests with respect thereto, and advise OWNER in writing (with a copy to CONTRACTOR) of ENGINEER's findings and conclusions.

C. *Possible Price and Times Adjustments*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition 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 meet any one or more of the categories described in paragraph 4.03.A; and

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 paragraphs 9.08 and 11.03.

2. CONTRACTOR shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. CONTRACTOR knew of the existence of such conditions at the time CONTRACTOR made a final commitment to OWNER in respect of Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for CONTRACTOR prior to CONTRACTOR's making such final commitment; or

c. CONTRACTOR failed to give the written notice within the time and as required by paragraph 4.03.A.

3. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in paragraph 10.05. However, OWNER, ENGINEER, and ENGINEER's Consultants shall not be liable to CONTRACTOR for any claims, costs, losses, or 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) sustained by CONTRACTOR on or in connection with any other project or anticipated project.

4.04 ***Underground Facilities***

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous 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 shall not be responsible for the accuracy or completeness of any such information or data; 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 such information and data,

b. locating all Underground Facilities shown or indicated in the Contract Documents,

c. coordination of the Work with the owners of such Underground Facilities, including OWNER, during construction, and

d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, 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 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to OWNER and ENGINEER. ENGINEER will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility.

2. If ENGINEER concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price of Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that CONTRACTOR did not know of and could not reasonably have been expected to be aware of or to have anticipated. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, OWNER or CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

4.05 ***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.

4.06 ***Hazardous Environmental Condition at Site***

A. *Reports and Drawings:* Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the ENGINEER in the preparation of the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER or any of ENGINEER's Consultants 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 any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. CONTRACTOR shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by CONTRACTOR, Subcontractors, Suppliers, or anyone else for whom CONTRACTOR is responsible.

D. If CONTRACTOR encounters a Hazardous Environmental Condition or if CONTRACTOR or anyone for whom CONTRACTOR is responsible creates a Hazardous Environmental Condition, CONTRACTOR shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by paragraph 6.16); and (iii) 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.

E. CONTRACTOR shall not be required to resume Work in connection with such condition or in any affected area until after OWNER has obtained any required permits related thereto and delivered to CONTRACTOR written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. 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, either party may make a Claim therefor as provided in paragraph 10.05.

F. 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. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in paragraph 10.05. OWNER may have such deleted portion of the Work performed by OWNER's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, OWNER shall indemnify and hold harmless CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and the officers, directors, partners, employees, agents, other 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: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.E shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, other 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 created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.F shall obligate CONTRACTOR to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of paragraphs 4.02, 4.03, and 4.04 are not intended to apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 - BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

A. CONTRACTOR shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Contract Documents.

B. All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

C. If the surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the

requirements of paragraph 5.01.B, CONTRACTOR shall within 20 days thereafter substitute another Bond and surety, both of which shall comply with the requirements of paragraphs 5.01.B and 5.02.

5.02 ***Licensed Sureties and Insurers***

A. All Bonds and insurance required by the Contract Documents to be purchased and maintained by OWNER or CONTRACTOR shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue Bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 ***Certificates of Insurance***

A. CONTRACTOR shall deliver to OWNER, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by OWNER or any other additional insured) which CONTRACTOR is required to purchase and maintain. OWNER shall deliver to CONTRACTOR, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by CONTRACTOR or any other additional insured) which OWNER is required to purchase and maintain.

5.04 ***CONTRACTOR's Liability Insurance***

A. CONTRACTOR shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which 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:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained: (i) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (ii) by any other person for any other reason;

5. 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; and

6. 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.

B. The policies of insurance so required by this paragraph 5.04 to be purchased and maintained shall:

1. with respect to insurance required by paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insureds (subject to any customary exclusion in respect of professional liability) OWNER, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, and other 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;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include completed operations insurance;

4. include contractual liability insurance covering CONTRACTOR's indemnity obligations under paragraphs 6.07, 6.11, and 6.20;

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the CONTRACTOR pursuant to paragraph 5.03 will so provide);

6. remain in effect at least until final payment and at all times thereafter when CONTRACTOR may be correcting, removing, or replacing defective Work in accordance with paragraph 13.07; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final

payment (and CONTRACTOR shall furnish OWNER and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to OWNER and any such additional insured of continuation of such insurance at final payment and one year thereafter).

5.05 ***OWNER's Liability Insurance***

A. In addition to the insurance required to be provided by CONTRACTOR under paragraph 5.04, 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.

5.06 ***Property Insurance***

A. Unless otherwise provided in the Supplementary Conditions, OWNER shall purchase and maintain property insurance upon the Work at the Site in the amount of the full 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 interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by OWNER prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by ENGINEER;

5. allow for partial utilization of the Work by OWNER;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by OWNER, CONTRACTOR, and ENGINEER with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

B. OWNER shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with paragraph 5.07.

D. OWNER shall not be responsible for purchasing and maintaining any property insurance specified in this paragraph 5.06 to protect the interests of CONTRACTOR, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by CONTRACTOR, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E. If CONTRACTOR requests in writing that other special insurance be included in the property insurance policies provided under paragraph 5.06, OWNER shall, if possible, include such insurance, and the cost thereof will be charged to CONTRACTOR by appropriate Change Order or Written Amendment. Prior to commencement of the Work at the Site, OWNER shall in writing advise CONTRACTOR whether or not such other insurance has been procured by OWNER.

5.07 ***Waiver of Rights***

A. OWNER and CONTRACTOR intend that all policies purchased in accordance with paragraph 5.06 will protect OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds

(and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies 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 of the insureds or additional insureds thereunder. OWNER and CONTRACTOR waive all rights against each other and their respective officers, directors, partners, employees, agents, and other 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 Subcontractors, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other 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 as trustee or otherwise payable under any policy so issued.

B. OWNER waives all rights against CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other 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 peril 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 utilization pursuant to paragraph 14.05, after Substantial Completion pursuant to paragraph 14.04, or after final payment pursuant to paragraph 14.07.

C. Any insurance policy maintained by OWNER covering any loss, damage or consequential loss referred to in paragraph 5.07.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, ENGINEER, or ENGINEER's Consultants and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them.

5.08 ***Receipt and Application of Insurance Proceeds***

A. Any insured loss under the policies of insurance required by paragraph 5.06 will be adjusted with OWNER and made payable to OWNER as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph 5.08.B. OWNER shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.

B. OWNER as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to OWNER's exercise of this power. If such objection be made, OWNER as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, OWNER as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, OWNER as fiduciary shall give bond for the proper performance of such duties.

5.09 ***Acceptance of Bonds and Insurance; Option to Replace***

A. If either OWNER or CONTRACTOR has any objection to the coverage afforded by or other provisions of the Bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by paragraph 2.05.C. OWNER and CONTRACTOR shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the Bonds and insurance required of such party by the Contract Documents, 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. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent Bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 ***Partial Utilization, Acknowledgment of Property Insurer***

A. If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial

Completion of all the Work as provided in paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 *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, but CONTRACTOR shall not be responsible for the negligence of OWNER or ENGINEER in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents. CONTRACTOR shall be responsible to see that the completed Work complies accurately with the Contract Documents.

B. At all times during the progress of the Work, CONTRACTOR shall assign a competent resident superintendent thereto who shall not be replaced without written notice to OWNER and ENGINEER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the Site and shall have authority to act on behalf of CONTRACTOR. All communications given to or received from the superintendent shall be binding on CONTRACTOR.

6.02 *Labor; Working Hours*

A. CONTRACTOR shall provide competent, suitably qualified personnel to survey, lay out, and construct the Work 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, and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday, or any legal holiday without OWNER's written consent (which will not be unreasonably withheld) given after prior written notice to ENGINEER.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the General Requirements, 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.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for 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. 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.

6.04 *Progress Schedule*

A. CONTRACTOR shall adhere to the progress schedule established in accordance with paragraph 2.07 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 2.07) proposed adjustments in the progress schedule that will not result in changing the Contract Times (or Milestones). Such adjustments will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the progress schedule that will change the Contract Times (or Milestones) shall be submitted in accordance with the requirements of Article 12. Such adjustments may only be made by a Change Order or Written Amendment in accordance with Article 12.

6.05 *Substitutes and "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 specification or description 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 or no substitution is permitted, other items of material or equipment or material or equipment of other

Suppliers may be submitted to ENGINEER for review under the circumstances described below.

1. *"Or-Equal" Items:* If in ENGINEER's sole discretion 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, it may be considered by ENGINEER as an "or-equal" item, in which case review and approval of the proposed item may, in ENGINEER's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this paragraph 6.05.A.1, 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: (i) it is at least equal in quality, durability, appearance, strength, and design characteristics; (ii) it will reliably perform at least equally well the function imposed by the design concept of the completed Project as a functioning whole, and;

b. CONTRACTOR certifies that: (i) there is no increase in cost to the OWNER; and (ii) it will conform substantially, even with deviations, to the detailed requirements of the item named in the Contract Documents.

2. Substitute Items

a. If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR does not qualify as an "or-equal" item under paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. CONTRACTOR shall submit sufficient information as provided below to allow ENGINEER to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by ENGINEER from anyone other than CONTRACTOR.

c. The procedure for review by ENGINEER will be as set forth in paragraph 6.05.A.2.d, as supplemented in the General Requirements and as ENGINEER may decide is appropriate under the circumstances.

d. CONTRACTOR shall first 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 shall certify that the proposed substitute item will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified, and be suited to the same use as that specified. The application will state the extent, if any, to which the use of the proposed substitute item will prejudice CONTRACTOR's achievement of Substantial Completion on time, whether or not 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 work on the Project) to adapt the design to the proposed substitute item and whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute item from that specified will be identified in the application, and available engineering, sales, maintenance, repair, and replacement services will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change, all of which will be considered by ENGINEER in evaluating the proposed substitute item. ENGINEER may require CONTRACTOR to furnish additional data about the proposed substitute item.

B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is shown or indicated in and expressly required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by ENGINEER. CONTRACTOR shall submit sufficient information to allow ENGINEER, in ENGINEER's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The procedure for review by ENGINEER will be similar to that provided in subparagraph 6.05.A.2.

C. *Engineer's Evaluation:* ENGINEER will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to paragraphs 6.05.A and 6.05.B. ENGINEER will be the sole judge of acceptability. No "or-equal" or substitute will be ordered, installed or utilized until ENGINEER's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." ENGINEER will advise CONTRACTOR in writing of any negative determination.

D. *Special Guarantee:* OWNER may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety with respect to any substitute.

E. *ENGINEER's Cost Reimbursement:* ENGINEER will record time required by ENGINEER and ENGINEER's Consultants in evaluating substitute proposed or submitted by CONTRACTOR pursuant to paragraphs 6.05.A.2 and 6.05.B and in making changes in the Contract Documents (or in the provisions of any other

direct contract with OWNER for work on the Project) occasioned thereby. Whether or not ENGINEER approves a substitute item so proposed or submitted by CONTRACTOR, CONTRACTOR shall reimburse OWNER for the charges of ENGINEER and ENGINEER's Consultants for evaluating each such proposed substitute.

F. *CONTRACTOR's Expense:* CONTRACTOR shall provide all data in support of any proposed substitute or "or-equal" at CONTRACTOR's expense.

6.06 ***Concerning Subcontractors, Suppliers, and Others***

A. CONTRACTOR shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to OWNER as indicated in paragraph 6.06.B), whether initially or as a replacement, against whom OWNER may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to OWNER in advance for acceptance by OWNER by a specified date prior to the Effective Date of the Agreement, and if CONTRACTOR has submitted a list thereof in accordance with the Supplementary Conditions, OWNER's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. CONTRACTOR shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued or Written Amendment signed. 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 any right of OWNER or ENGINEER to reject defective Work.

C. 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. Nothing in the Contract Documents 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 shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. CONTRACTOR shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR.

E. CONTRACTOR shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with ENGINEER through CONTRACTOR.

F. 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.

G. All Work performed for CONTRACTOR by a Subcontractor or Supplier will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and ENGINEER. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in paragraph 5.06, the agreement between the CONTRACTOR and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against OWNER, CONTRACTOR, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other 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 such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, CONTRACTOR will obtain the same.

6.07 ***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. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees or agents, and other consultants 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.

6.08 ***Permits***

A. Unless otherwise provided in the Supplementary Conditions, 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 opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. CONTRACTOR shall pay all charges of utility owners for connections to the Work, and OWNER shall pay all charges of such utility owners for capital costs related thereto, such as plant investment fees.

6.09 ***Laws and Regulations***

A. CONTRACTOR shall give all notices and 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 knowing or having reason to know that it is contrary to Laws or Regulations, CONTRACTOR shall bear 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; however, it shall not be CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve CONTRACTOR of CONTRACTOR's obligations under paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work may be the subject of an adjustment in Contract Price or Contract Times. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in paragraph 10.05.

6.10 ***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.

6.11 ***Use of Site and Other Areas***

A. *Limitation on Use of Site and Other Areas*

1. CONTRACTOR shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultant, and the officers, directors, partners, employees, agents, and other consultants 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 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 by or based upon CONTRACTOR's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work CONTRACTOR shall keep the Site and other 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 make it ready for utilization by OWNER. At the completion of the Work CONTRACTOR shall remove from the Site 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 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 property to stresses or pressures that will endanger it.

6.12 *Record Documents*

A. CONTRACTOR shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to ENGINEER for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to ENGINEER for OWNER.

6.13 *Safety and Protection*

A. CONTRACTOR shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. 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, 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 owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property. All damage, injury, or loss to any property referred to in paragraph 6.13.A.2 or 6.13.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 (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER or ENGINEER or ENGINEER's Consultant, 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). CONTRACTOR's duties and responsibilities for safety and for protection of the Work 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 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *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.

6.15 *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.

6.16 *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.

6.17 ***Shop Drawings and Samples***

A. CONTRACTOR shall submit Shop Drawings to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. All submittals will be identified as ENGINEER may require and in the number of copies specified in the General Requirements. The 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 6.17.E.

B. CONTRACTOR shall also submit Samples to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. Each Sample will be identified clearly as to material, Supplier, pertinent data such as catalog numbers, and the use for which intended and otherwise as ENGINEER may require to enable ENGINEER to review the submittal for the limited purposes required by paragraph 6.17.E. The numbers of each Sample to be submitted will be as specified in the Specifications.

C. Where a Shop Drawing or Sample is required by the Contract Documents or the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER as required by paragraph 2.07, 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.

D. *Submittal Procedures*

1. Before submitting each Shop Drawing or Sample, CONTRACTOR shall have determined and verified:

a. all field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

b. all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

c. all information relative to means, methods, techniques, sequences, and procedures of construction and safety precautions and programs incident thereto; and

d. CONTRACTOR shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

2. Each submittal shall bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR's obligations under the Contract Documents with respect to CONTRACTOR's review and approval of that submittal.

3. At the time of each submittal, CONTRACTOR shall give ENGINEER specific written notice of such variations, if any, that the Shop Drawing or Sample submitted may have from the requirements of the Contract Documents, such notice to be in a written communication separate from the submittal; and, in addition, shall cause a specific notation to be made on each Shop Drawing and Sample submitted to ENGINEER for review and approval of each such variation.

E. *ENGINEER's Review*

1. ENGINEER will timely review and approve Shop Drawings and Samples in accordance with the schedule of Shop Drawings and Sample 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 (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. ENGINEER's review and approval of Shop Drawings or Samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER's attention to each such variation at the time of each submittal as required by paragraph 6.17.D.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 approval; nor will any approval by ENGINEER relieve CONTRACTOR from responsibility for complying with the requirements of paragraph 6.17.D.1.

F. *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.

6.18 ***Continuing the Work***

A. 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, except as permitted by paragraph 15.04 or as OWNER and CONTRACTOR may otherwise agree in writing.

6.19 ***CONTRACTOR's General Warranty and Guarantee***

A. CONTRACTOR warrants and guarantees to OWNER, ENGINEER, and ENGINEER's Consultants that all Work will be in accordance with the Contract Documents and will not be defective. 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.

B. 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 acceptance by OWNER or any failure to do so;

6. any review and approval of a Shop Drawing or Sample submittal or 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.

6.20 ***Indemnification***

A. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other 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:

1. 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; and

2. is caused in whole or in part 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, regardless of whether or not caused in part by any negligence or omission of an individual or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such individual or entity.

B. In any and all claims against OWNER or ENGINEER or any of their respective consultants, agents, officers, directors, partners, or employees 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 6.20.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 6.20.A shall not extend to the liability of ENGINEER and ENGINEER's Consultants or to the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them 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.

ARTICLE 7 - OTHER WORK

7.01 *Related Work at Site*

A. OWNER may perform other work related to the Project at the Site by OWNER's employees, or let other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to CONTRACTOR prior to starting any such other work; and

2. if OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in paragraph 10.05.

B. CONTRACTOR shall afford each other contractor who is a party to such a direct contract and each utility owner (and OWNER, if OWNER is performing the other work with OWNER's employees) proper and safe access to the Site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, 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 their work and will only cut or alter their work with the written consent of ENGINEER and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.

C. If the proper execution or results of any part of CONTRACTOR's Work depends upon work performed by others under this Article 7, 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.

7.02 *Coordination*

A. If OWNER intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, OWNER shall have sole authority and responsibility for such coordination.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, OWNER shall issue all communications to CONTRACTOR through ENGINEER.

8.02 *Replacement of ENGINEER*

A. In case of termination of the employment of ENGINEER, OWNER shall appoint an engineer to whom CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former ENGINEER.

8.03 *Furnish Data*

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

8.04 *Pay Promptly When Due*

A. OWNER shall make payments to CONTRACTOR promptly when they are due as provided in paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. OWNER's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.01 and 4.05. Paragraph 4.02 refers to OWNER's identifying

and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by ENGINEER in preparing the Contract Documents.

8.06 ***Insurance***

A. OWNER's responsibilities, if any, in respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 ***Change Orders***

A. OWNER is obligated to execute Change Orders as indicated in paragraph 10.03.

8.08 ***Inspections, Tests, and Approvals***

A. OWNER's responsibility in respect to certain inspections, tests, and approvals is set forth in paragraph 13.03.B.

8.09 ***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.

8.10 ***Undisclosed Hazardous Environmental Condition***

A. OWNER's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in paragraph 4.06.

8.11 ***Evidence of Financial Arrangements***

A. If and to the extent OWNER has agreed to furnish CONTRACTOR reasonable evidence that financial arrangements have been made to satisfy OWNER's obligations under the Contract Documents, OWNER's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 ***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 Documents and will not be changed without written consent of OWNER and ENGINEER.

9.02 ***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 9.10, and 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.

9.03 ***Project Representative***

A. If OWNER and ENGINEER agree, ENGINEER will furnish a Resident Project Representative to assist ENGINEER in providing more extensive observation of the Work. The responsibilities and authority and limitations thereon of any such Resident Project Representative and assistants will be as provided in paragraph 9.10 and in the Supplementary Conditions. 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.

9.04 ***Clarifications and Interpretations***

A. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the

requirements of the Contract Documents as ENGINEER may determine necessary, which shall be consistent with the intent of and reasonably inferable from the Contract Documents. Such written clarifications and interpretations will be binding on OWNER and CONTRACTOR. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a written clarification or interpretation, a Claim may be made therefor as provided in paragraph 10.05.

9.05 ***Authorized Variations in Work***

A. ENGINEER may authorize minor variations in the Work from the requirements of the Contract Documents which 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. These may be accomplished by a Field Order and will be binding on OWNER and also on CONTRACTOR, who shall perform the Work involved promptly. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of a Field Order, a Claim may be made therefor as provided in paragraph 10.05.

9.06 ***Rejecting Defective Work***

A. ENGINEER will have authority to disapprove or reject Work which ENGINEER believes to be defective, or that ENGINEER believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. ENGINEER will also have authority to require special inspection or testing of the Work as provided in paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.07 ***Shop Drawings, Change Orders and Payments***

A. In connection with ENGINEER's authority as to Shop Drawings and Samples, see paragraph 6.17.

B. In connection with ENGINEER's authority as to Change Orders, see Articles 10, 11, and 12.

C. In connection with ENGINEER's authority as to Applications for Payment, see Article 14.

9.08 ***Determinations for Unit Price Work***

A. 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 paragraph 10.05.

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

A. ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work, the quantities and classifications of Unit Price Work, the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, and Claims seeking changes in the Contract Price or Contract Times will be referred initially to ENGINEER in writing, in accordance with the provisions of paragraph 10.05, with a request for a formal decision.

B. When functioning as interpreter and judge under this paragraph 9.09, ENGINEER will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by ENGINEER pursuant to this paragraph 9.09 with respect to any such Claim, dispute, or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.07) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such Claim, dispute, or other matter.

9.10 ***Limitations on ENGINEER's Authority and Responsibilities***

A. Neither ENGINEER's authority or responsibility under this Article 9 or under any other provision of the Contract Documents 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 14.07.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 9.10 shall also apply to ENGINEER's Consultants, Resident Project Representative, and assistants.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Written Amendment, a Change Order, or a Work Change Directive. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If OWNER and CONTRACTOR are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in paragraph 10.05.

10.02 *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 as provided in paragraph 3.04, except in the case of an emergency as provided in paragraph 6.16 or in the case of uncovering Work as provided in paragraph 13.04.B.

10.03 *Execution of Change Orders*

A. OWNER and CONTRACTOR shall execute appropriate Change Orders recommended by ENGINEER (or Written Amendments) covering:

1. changes in the Work which are: (i) ordered by OWNER pursuant to paragraph 10.01.A, (ii) required because of acceptance of defective Work under paragraph 13.08.A or OWNER's correction of defective Work under paragraph 13.09, or (iii) 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 10.05; 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 6.18.A.

10.04 *Notification to Surety*

A. If notice 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) is required by the provisions of any Bond to be given to a surety, 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.

10.05 *Claims and Disputes*

A. *Notice:* Written notice stating the general nature of each Claim, dispute, or other matter shall be delivered by the claimant to ENGINEER and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. Notice of the amount or extent of the Claim, dispute, or other matter with supporting data shall be delivered to the ENGINEER and the other party to the Contract within 60 days after the start of such event (unless ENGINEER allows additional time for claimant to submit additional or more accurate data in support of such Claim, dispute, or other matter). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a

result of said event. The opposing party shall submit any response to ENGINEER and the claimant within 30 days after receipt of the claimant's last submittal (unless ENGINEER allows additional time).

B. *ENGINEER's Decision:* ENGINEER will render a formal decision in writing within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any. ENGINEER's written decision on such Claim, dispute, or other matter will be final and binding upon OWNER and CONTRACTOR unless:

1. an appeal from ENGINEER's decision is taken within the time limits and in accordance with the dispute resolution procedures set forth in Article 16; or

2. if no such dispute resolution procedures have been set forth in Article 16, a written notice of intention to appeal from ENGINEER's written decision is delivered by OWNER or CONTRACTOR to the other and to ENGINEER within 30 days after the date of such decision, and a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction within 60 days after the date of such decision or within 60 days after Substantial Completion, whichever is later (unless otherwise agreed in writing by OWNER and CONTRACTOR), to exercise such rights or remedies as the appealing party may have with respect to such Claim, dispute, or other matter in accordance with applicable Laws and Regulations.

C. If ENGINEER does not render a formal decision in writing within the time stated in paragraph 10.05.B, a decision denying the Claim in its entirety shall be deemed to have been issued 31 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.

D. No Claim for an adjustment in Contract Price or Contract Times (or Milestones) will be valid if not submitted in accordance with this paragraph 10.05.

ARTICLE 11 - COST OF THE WORK; CASH ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to CONTRACTOR will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in paragraph 11.01.B.

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 at the Site. 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, 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 11.01.

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, 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 5.06.D), 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 telegrams, long distance telephone calls, telephone service at the Site, expressage, and similar petty cash items in connection with the Work.

i. When the Cost of the Work is used to determine the value of a Change Order or of a Claim, the cost of premiums for additional Bonds and insurance required because of the changes in the Work or caused by the event giving rise to the Claim.

j. When all the Work is performed on the basis of cost-plus, the costs of premiums for all Bonds and insurance CONTRACTOR is required by the Contract Documents to purchase and maintain.

B. *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, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, 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 11.01.A.1 or specifically covered by paragraph 11.01.A.4, all of which 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 paragraphs 11.01.A and 11.01.B.

C. *CONTRACTOR's Fee:* When all the Work 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 or when a Claim for an 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 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to paragraphs 11.01.A and 11.01.B, 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.

11.02 ***Cash 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 as may be acceptable to OWNER and ENGINEER. CONTRACTOR agrees that:

1. the 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 costs, overhead, profit, and other expenses contemplated for the 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.

B. 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.

11.03 ***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. 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. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by ENGINEER subject to the provisions of paragraph 9.08.

B. 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.

C. OWNER or CONTRACTOR may make a Claim for an adjustment in the Contract Price in accordance with paragraph 10.05 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; and

2. there is no corresponding adjustment with respect any other item of Work; and

3. if CONTRACTOR believes that CONTRACTOR 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 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 ***Change of Contract Price***

A. The Contract Price may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for 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, by application of such unit prices to the quantities of the items involved (subject to the provisions of paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in paragraph 11.01) plus a CONTRACTOR's fee for overhead and profit (determined as provided in paragraph 12.01.C).

C. *CONTRACTOR's Fee:* 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 11.01.A.1 and 11.01.A.2, the CONTRACTOR's fee shall be 15 percent;

b. for costs incurred under paragraph 11.01.A.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 paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and CONTRACTOR will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

d. no fee shall be payable on the basis of costs itemized under paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

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 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 ***Change of Contract Times***

A. The Contract Times (or Milestones) may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Times (or Milestones) shall be based on written notice submitted by the party making the claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B. Any adjustment of the Contract Times (or Milestones) covered by a Change Order or of any Claim for an adjustment in the Contract Times (or Milestones) will be determined in accordance with the provisions of this Article 12.

12.03 ***Delays Beyond CONTRACTOR's Control***

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of CONTRACTOR, the Contract Times (or Milestones) will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in paragraph 12.02.A. Delays beyond the control of CONTRACTOR shall include, but not be limited to, acts or neglect by OWNER, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

12.04 ***Delays Within CONTRACTOR's Control***

A. The Contract Times (or Milestones) will not be extended due to delays within the control of CONTRACTOR. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of CONTRACTOR.

12.05 ***Delays Beyond OWNER's and CONTRACTOR's Control***

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of both OWNER and CONTRACTOR, an extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be CONTRACTOR's sole and exclusive remedy for such delay.

12.06 ***Delay Damages***

A. In no event shall OWNER or ENGINEER be liable to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from:

1. delays caused by or within the control of CONTRACTOR; or

2. delays beyond the control of both OWNER and CONTRACTOR including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God, or acts or neglect by utility owners or other contractors performing other work as contemplated by Article 7.

B. Nothing in this paragraph 12.06 bars a change in Contract Price pursuant to this Article 12 to compensate CONTRACTOR due to delay, interference, or disruption directly attributable to actions or inactions of OWNER or anyone for whom OWNER is responsible.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 ***Notice of Defects***

A. Prompt notice of all defective Work of which OWNER or ENGINEER has actual knowledge will be given to CONTRACTOR. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 ***Access to Work***

A. OWNER, ENGINEER, ENGINEER's Consultants, other representatives and personnel of OWNER, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. CONTRACTOR shall provide them proper and safe conditions for such access and advise them of CONTRACTOR's Site safety procedures and programs so that they may comply therewith as applicable.

13.03 ***Tests and Inspections***

A. CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. OWNER shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to paragraph 13.04.B shall be paid as provided in said paragraph 13.04.B; and

3. as otherwise specifically provided in the Contract Documents.

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 and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for OWNER's and ENGINEER's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to OWNER and ENGINEER.

E. 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, it must, if requested by ENGINEER, be uncovered for observation.

F. Uncovering Work as provided in paragraph 13.03.E shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR's intention to cover the same and ENGINEER has not acted with reasonable promptness in response to such notice.

13.04 ***Uncovering Work***

A. If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER's observation and replaced at CONTRACTOR's expense.

B. If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, 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, furnishing all necessary labor, material, and equipment. If it is found that such Work is defective, 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 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 OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If, however, such 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 Milestones), 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, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

13.05 ***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, 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.

13.06 ***Correction or Removal of Defective Work***

A. CONTRACTOR shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by ENGINEER, remove it from the Project and replace it with Work that is not defective. 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 removal (including but not limited to all costs of repair or replacement of work of others).

13.07 ***Correction Period***

A. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or 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 land or areas made available for CONTRACTOR's use by OWNER or permitted by Laws and Regulations as contemplated in paragraph 6.11.A is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions: (i) repair such defective land or areas, or (ii) correct such defective Work or, if the defective Work has been rejected by OWNER, remove it from the Project and replace it with Work that is not defective, and (iii) satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom. If CONTRACTOR does not promptly comply with the terms of such 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, and 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) will be paid by CONTRACTOR.

B. 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 or by Written Amendment.

C. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph 13.07, 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.

D. CONTRACTOR's obligations under this paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 ***Acceptance of Defective Work***

A. If, instead of requiring correction or removal and replacement of defective Work, OWNER (and, prior to ENGINEER's recommendation of final payment, ENGINEER) prefers to accept it, OWNER may do so. 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) attributable to OWNER's evaluation of and determination to accept such defective Work (such costs to be approved by ENGINEER as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by CONTRACTOR pursuant to this sentence. If any such acceptance occurs prior to ENGINEER's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and OWNER shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to OWNER.

13.09 ***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 in accordance with paragraph 13.06.A, 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, OWNER may, after seven days written notice to CONTRACTOR, correct and remedy any such deficiency.

B. In exercising the rights and remedies under this paragraph, OWNER shall proceed expeditiously. In connection with such corrective and 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, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the Site, 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 (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) incurred or sustained by OWNER in exercising the rights and remedies under this paragraph 13.09 will be charged against CONTRACTOR, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, OWNER may make a Claim therefor as provided in paragraph 10.05. 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 (or Milestones) 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 13.09.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The schedule of values established as provided in paragraph 2.07.A 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.

14.02 *Progress Payments*

A. *Applications for Payments*

1. At least 20 days before the date established 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 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.

B. *Review of Applications*

1. ENGINEER will, within 10 days after receipt of each Application for Payment, 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 on the Site 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, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under paragraph 9.08, and to 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 represent-

ed that: (i) 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 Documents; or (ii) that 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 to supervise, direct, or control the Work or for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for CONTRACTOR's failure to comply with Laws and Regulations applicable to CONTRACTOR's performance of the Work. Additionally, said review or recommendation will not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes CONTRACTOR has used the moneys paid on account of the Contract Price, or 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 referred to in paragraph 14.02.B.2. ENGINEER may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:

a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

b. the Contract Price has been reduced by Written Amendment or Change Orders;

c. OWNER has been required to correct defective Work or complete Work in accordance with paragraph 13.09; or

d. ENGINEER has actual knowledge of the occurrence of any of the events enumerated in paragraph 15.02.A.

C. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to OWNER with ENGINEER's recommendation, the amount recommended will (subject to the provisions of paragraph 14.02.D) become due, and when due will be paid by OWNER to CONTRACTOR.

D. *Reduction in Payment*

1. OWNER may refuse to make payment of the full amount recommended by ENGINEER because:

a. claims have been made against OWNER on account of CONTRACTOR's performance or furnishing of the Work;

b. 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;

c. there are other items entitling OWNER to a set-off against the amount recommended; or

d. OWNER has actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.02.B.5.a through 14.02.B.5.c or paragraph 15.02.A.

2. If OWNER refuses to make payment of the full amount recommended by ENGINEER, OWNER must give CONTRACTOR immediate written notice (with a copy to ENGINEER) stating the reasons for such action 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, when CONTRACTOR corrects to OWNER's satisfaction the reasons for such action.

3. If it is subsequently determined that OWNER's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by paragraph 14.02.C.1.

14.03 ***CONTRACTOR's Warranty of Title***

A. CONTRACTOR warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

14.04 ***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 (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion. Promptly thereafter, 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. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and deliver to OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have seven days after receipt of the tentative certificate during which to make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the Work is not substantially complete, ENGINEER will within 14 days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating the reasons therefor. If, after consideration of OWNER's objections, ENGINEER considers the Work substantially complete, ENGINEER will within said 14 days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as ENGINEER believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform ENGINEER in writing prior to ENGINEER's issuing the definitive certificate of Substantial Completion, ENGINEER's aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

B. OWNER shall have the right to exclude CONTRACTOR from the Site after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

14.05 ***Partial Utilization***

A. Use by OWNER at OWNER's option of 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, may be accomplished prior to Substantial Completion of all the Work subject to the following conditions.

1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR will certify to OWNER and ENGINEER that such part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify OWNER and ENGINEER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. 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 14.04 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.

2. No occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of paragraph 5.10 regarding property insurance.

14.06 ***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 is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 ***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, marked-up record documents (as provided in paragraph 6.12), and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents,

including but not limited to the evidence of insurance required by subparagraph 5.04.B.7; (ii) consent of the surety, if any, to final payment; and (iii) complete and legally effective releases or waivers (satisfactory to OWNER) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in paragraph 14.07.A.2 and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full and an affidavit of CONTRACTOR that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or OWNER's property might in any way be responsible 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.

B. *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 Documents have been fulfilled, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing ENGINEER's recommendation of payment and present the Application for Payment to OWNER for payment. 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 14.09. 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. *Payment Becomes Due*

1. Thirty days after the presentation to OWNER of the Application for Payment and accompanying documentation, the amount recommended by ENGINEER will become due and, when due, will be paid by OWNER to CONTRACTOR.

14.08 ***Final Completion Delayed***

A. If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed, and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 ***Waiver of Claims***

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by OWNER against CONTRACTOR, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from CONTRACTOR's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by CONTRACTOR against OWNER other than those previously made in writing which are still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 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 notice in writing to CONTRACTOR and ENGINEER which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if CONTRACTOR makes a Claim therefor as provided in paragraph 10.05.

15.02 ***OWNER May Terminate for Cause***

A. The occurrence of any one or more of the following events will 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

established under paragraph 2.07 as adjusted from time to time pursuant to paragraph 6.04);

2. CONTRACTOR's disregard of Laws or Regulations of any public body having jurisdiction;

3. CONTRACTOR's disregard of the authority of ENGINEER; or

4. CONTRACTOR's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in paragraph 15.02.A occur, OWNER may, after giving CONTRACTOR (and the surety, if any) seven days written notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the Site, and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), 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 finish the Work as OWNER may deem expedient. In such case, CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds 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) sustained by OWNER arising out of or relating to completing the Work, such excess will be paid to CONTRACTOR. If such claims, costs, losses, and damages exceed 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.

C. 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. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

15.03 ***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, elect to terminate the Contract. In such case, CONTRACTOR shall be paid (without duplication of any items):

1. for 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. for 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;

3. for 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) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. for reasonable expenses directly attributable to termination.

B. CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 ***CONTRACTOR May Stop Work or Terminate***

A. If, through no act or fault of CONTRACTOR, the Work is suspended for more than 90 consecutive days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within 30 days after it is submitted, or 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 15.03. 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 15.04 are not intended to preclude CONTRACTOR from making a Claim under paragraph 10.05 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 16 - DISPUTE RESOLUTION

16.01 *Methods and Procedures*

A. Dispute resolution methods and procedures, if any, shall be as set forth in the Supplementary Conditions. If no method and procedure has been set forth, and subject to the provisions of paragraphs 9.09 and 10.05, OWNER and CONTRACTOR may exercise such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any dispute.

ARTICLE 17 - MISCELLANEOUS

17.01 *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 delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents 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.

17.03 *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 Documents, and 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.

17.04 *Survival of Obligations*

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

17.05 *Controlling Law*

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

GRW SUPPLEMENTAL GENERAL CONDITONS TO EJCDC GENERAL CONDITIONS

GRW SUPPLEMENTAL GENERAL CONDITIONS TO EJCDC GENERAL CONDITIONS

These Supplemental General Conditions amend or supplement the General Conditions of the Construction Contract and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

The terms used in these Supplemental General Conditions which are defined in the Standard General Conditions of the Construction Contract have the meanings assigned to them in the General Conditions.

SGC-2.03

Delete the following sentence from Paragraph 2.03A:

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 Agreement, whichever date is earlier.

SGC-3.01

Add the following new paragraph immediately after Paragraph 3.01C:

If there is any conflict between the provisions of the Contract Documents and any referenced provisions within the Contract Specifications, the language of the Contract Documents will take precedence over that of any standard specification, manual, or code.

SGC-4.02

Add the following new paragraph after Paragraph 4.02B:

If any geotechnical exploration for the project was performed and reported, said report will be included as an Appendix. The geotechnical report shall be used as a reference and all recommendations included therein shall be followed in full.

SGC-4.04

Add the following new paragraphs immediately after Paragraph 4.04 B.2:

Special precautions shall be taken by the Contractor to avoid damage to existing overhead and underground utilities owned and operated by the Owner or by public or private utility companies.

The available information concerning the location of existing underground utilities is shown on the Drawings. While it is believed that the locations shown are reasonably correct, neither the Engineer nor the Owner can guarantee the accuracy or adequacy of this information.

Before proceeding with the work, the Contractor shall confer with all public or private companies, agencies or departments that own and operate utilities in the vicinity of the construction work. The purpose of the conference, or conferences, shall be to notify said companies, agencies or departments of the proposed construction schedule, verify the location of, and possible interference with, the existing utilities that are shown on the Drawings, arrange for necessary suspension of service, and make arrangements to locate and avoid interference with all utilities (including house connections) that are not

shown on the Drawings. The Engineer and Owner have no objection to the Contractor arranging for the said utility companies, agencies, or departments to locate and uncover their own utilities; however, the Contractor shall bear the entire responsibility and cost of locating and avoiding, or repairing damage to said existing utilities.

The Contractor shall locate all unknown metallic hazards, namely buried pipe, metals, etc., by using a pipe locator. The pipe locator shall immediately precede the trench ditching and all hazards located shall be marked in such manner as to notify the machine operator of such hazard.

Where existing utilities or appurtenant structures either underground or above ground, are encountered, they shall not be displaced or molested unless necessary, and in such case shall be replaced in as good or better condition than found as quickly as possible. Relocation and/or replacement of all utilities and appurtenant structures to accommodate the construction work shall be at the Contractor's expense, unless such relocation and/or replacement is by statute agreement the responsibility of the owner of the utility.

SGC-5.01

Add the following new paragraph immediately after Paragraph 5.01C:

The Performance Bond shall remain in full force and effect throughout the Guaranty period referred to in SGC 6.03. All warranties and guarantees remaining in effect at and beyond the Guaranty expiration date shall be relinquished and transferred to the Owner. Copies of such warranty/guaranty shall be submitted to the Engineer prior to date of the start of the Guaranty period.

SGC-5.06

Delete Paragraph 5.06A in its entirety and insert the following in its place:

Unless otherwise provided in the Supplemental General Conditions, Contractor shall purchase and maintain property insurance upon the work at the site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplemental General Conditions or required by Laws and Regulations). This insurance shall:

Delete Paragraph 5.06B in its entirety and insert the following in its place:

Contractor shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplemental General Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, Engineer, Engineer's Consultants, and any other individuals or entities identified in the Supplemental General Conditions, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

Add the following paragraphs after Paragraph 5.06E:

F. The insurance required by this Paragraph shall include specific coverage and be written for not less than the limits of liability and coverages tabulated in the prototype Certificate of Insurance included as Section 00620, or as required by law, whichever is greater.

G. The Contractor shall provide INSTALLATION FLOATER INSURANCE when Builder's Risk Insurance is inappropriate, or when Builder's Risk Insurance will not respond, to cover damage or destruction to renovations, repairs, materials, or equipment being installed or otherwise being handled or stored by the Contractor, including off-site storage, transit and installation. The amount of coverage shall

provide full replacement value (FRV) of the property, repairs, additions, materials, or equipment being installed, otherwise being handled or stored on or off premises. All risks coverage shall be provided.

SGC-5.08 Delete Paragraph 5.08 in its entirety.

SGC-6.02

Add the following new paragraphs immediately after Paragraph 6.02A:

The Contractor shall employ workmen skilled in their various duties and shall remove from the project, at the request of the Engineer, any person employed in, about, or upon the work, who misconducts himself or is incompetent or negligent in the performance of the duties assigned to him.

No person under the age of eighteen (18) years and no convict labor shall be employed to perform any work under this Contract. No person whose age or physical condition is such as to make his employment dangerous to his health or safety or to the health or safety of others shall be employed to perform any work under this Contract, provided that this shall not operate against the employment of physically handicapped persons, otherwise employable, where such persons may be safely assigned to work which they can ably perform. There shall be no discrimination because of race, creed, color or political affiliation in the employment of persons for work under this Contract.

With respect to additional skilled, semi-skilled and unskilled workers employed to perform work on the project, preference in employment shall be given first to persons who reside in the city in which the work is to be performed, and second to persons residing in the county in which the work is to be performed.

SGC-6.03

Add the following new paragraph immediately after Paragraph 6.03B:

The Contractor agrees that he will obtain from the manufacturers of equipment and materials furnished under this Contract guarantees against defective materials and workmanship, and if those guarantees furnished by the manufacturer do not extend for the term of one (1) year from and after the date upon which the final estimate of the Engineer is formally approved by the Owner or other established date as set forth hereinbefore, he shall make the necessary arrangements and assume all cost for extending this guarantee for the required period.

SGC-6.08

Delete Paragraph 6.08A in its entirety and insert the following in its place.

Owner shall obtain and pay for all construction permits, including building permits. Contractor is responsible for all utility permits and fees for usage during the construction period. Contractor is responsible for any electrical, plumbing and/or building inspections and fees which may be required.

SC-9.03.A.

The Duties, Responsibilities, and Limitations of Authority of the Resident Project Representative will be as stated in the attached document.

SGC-10.03

Add the following new paragraph immediately after Paragraph 10.03:

B. A sample Change Order form is included as Section 00940.

SGC-12.03

Add the following new paragraph immediately after Paragraph 12.03:

The Contractor shall make no claim for extra compensation due to delays of the project beyond his control. Such delays may include those caused by any act or neglect on the part of the Owner or Engineer, or by any employee of either, or by any separate contractor employed by the Owner, or by changes ordered in the work, or by labor disputes, fire, unusual delays in transportation, adverse weather conditions not reasonably anticipatable, unavoidable casualties, or by delay authorized by the Owner pending arbitration, or by any other cause which the Engineer determines may justify the delay. Additional costs incurred in accelerating the work to compensate for such delays (as defined above) shall also not form the basis for such compensation claims.

SGC-13.06

Add a new paragraph immediately after Paragraph 13.06 of the General Conditions which is to read as follows:

When the repairs or replacements involve one or more items of installed equipment, Contractor shall provide the services of qualified factory-trained servicemen in the employ of the equipment manufacturers to perform or supervise the repairs or replacements.

SGC-13.09

Add the following new paragraph immediately after Paragraph 13.09D:

When the Engineer or the Owner deems it necessary, and so orders, such replacements or repairs under this section shall be undertaken by the Contractor within twenty-four (24) hours after service of notice. If the Contractor unnecessarily delays or fails to make the ordered replacements or repairs within the time specified, or if any replacements or repairs within the time specified, or if any replacements or repairs are of such nature as not to admit of the delay incident to the service of a notice, then the Owner shall have the right to make such replacements or repairs and the expense thereof shall be paid by the Contractor or deducted from any moneys due to Contractor.

SGC-14.01

Add the following to Paragraph 14.01:

The Application for Payment form shall be exactly as shown in Section 00630.

SGC-17.06

Add the following new paragraph immediately after Paragraph 17.05:

If the Contractor shall fail or refuse to complete the work within the Contract Time, or extension of time granted by the Owner, then the Contractor agrees as a partial consideration for the awarding of this

Contract that the Owner may retain from the compensation otherwise to be paid to the Contractor the amount specified below, not as a penalty but as liquidated damages, for each and every calendar day that the Contractor shall be in default after the time stipulated in the Contract Documents.

SCHEDULE OF LIQUIDATED DAMAGES	
Original Amount of Contract	**Liquidated Damages Per Day**
Up to $100,000	$350
$100,000 to $500,000	$400
$500,000 to $1,000,000	$450
$1,000,000 to $2,000,000	$500
Over $2,000,000	$550 Plus $150 Per Each Additional Million Dollars or Fraction Thereof

The said amount is fixed and agreed upon by and between the Contractor and Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain.

SGC 17.07

Add the following new paragraph immediately after Paragraph 17.06:

The Contractor shall take all necessary precautions to minimize the disruption in water and/or wastewater system operations. When a disruption in the operations is required, the Contractor shall coordinate in advance (5 days minimum) the interruption with the Engineer and the Owner; the interruptions shall be held to a minimum by wise and prudent coordination of Contractor work efforts. The Contractor shall be held responsible for all damages brought about by disruptions of the operations if such disruptions are a direct cause of Contractor negligence and or a failure of the Contractor to coordinate his work effort with the Engineer and Owner.

DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT REPRESENTATIVE

1.01 PROJECT REPRESENTATIVE

Engineer shall furnish a Resident Project Representative (RPR), assistants and other field staff to assist Engineer in observing performance of the Work of the Contractor.

Through more extensive on-site observations of the Work in progress and field checks of materials and equipment by the RPR and assistants, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work; but, the furnishing of such services will not make Engineer responsible for or give Engineer control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for Contractor's failure to perform the work in accordance with the Contract Documents.

The duties and responsibilities of the RPR are limited to those of Engineer in Engineer's agreement with the Owner and in the construction Contract Documents, and are further limited and described as follows:

1.02 GENERAL

RPR is Engineer's agent at the site will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with Engineer and Contractor keeping Owner advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner with the knowledge of and under the direction of Engineer.

1.03 DUTIES AND RESPONSIBILITIES OF RPR

A. Conference and Meetings: Attend meetings with Contractor such as preconstruction conferences, progress meetings, job conferences and other project related meetings, and prepare and circulate copies of minutes thereof.

B. Liaison:

1. Serve as Engineer's liaison with Contractor working principally through Contractor's superintendent and assist in understanding the intent of the Contract Documents; and assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-site operations.

2. Assist in obtaining from Owner additional details or information when required for proper execution of the Work.

C. Shop Drawings and Samples:

1. Maintain file of Shop Drawings.

2. Advise Engineer and Contractor of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by Engineer.

D. Review of Work, Rejection of Defective Work, Inspections and Tests:

1. Conduct on-site observations of the Work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.

2. Report to Engineer whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to 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 Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing inspection or approval.

3. Verify that tests equipment and systems start-ups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record and report to Engineer appropriate details relative to the test procedures and start-ups.

4. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to Engineer.

E. Interpretation of Contract Documents: Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.

F. Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to Engineer. Transmit to Contractor decisions as issued by Engineer.

G. Records:

1. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.

2. Keep a diary or log book, recording Contractor hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders, or change conditions, list of job site visitors, 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.

3. Record names, addresses and telephone numbers of all Contractor's, subcontractors and major suppliers of materials and equipment.

H. Reports:

1. Furnish Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule.

2. Consult with Engineer in advance of scheduled major tests, inspections or start of important phases of the Work.

3. Report immediately to Engineer and Owner upon the occurrence of any accident.

4. Maintain file of Daily Reports of the job progress and conditions.

I. Payment Request: 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.

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

K. Completion:

1. Before Engineer issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.

2. Conduct final inspection in the company of Engineer, Owner and Contractor and prepare a final list of items to be completed or corrected.

3. Observe that all items on final list have been completed or corrected and make recommendations to Engineer concerning acceptance.

1.04 LIMITATIONS OF AUTHORITY

Resident Project Representative:

A. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment unless authorized by Engineer.

B. Shall not exceed limitations of Engineer's authority as set forth in the Contract Documents.

C. Shall not undertake any of the responsibilities of Contractor, subcontractors or Contractor's superintendent.

D. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.

E. Shall not advise on, or issue directions regarding, or assume control over safety precautions and programs in connection with the Work.

F. Shall not authorize Owner to occupy the Project in whole or in part.

G. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by Engineer.

PREVAILING WAGE RATE REQUIREMENTS

GENERAL:

A. Contractor shall comply in every respect with all labor provisions of the Prevailing Wage Law.

B. Current Prevailing Wage Rates are attached as part of this section. Any revised Wage Rates will be issued by addendum.

CHANGE ORDER

GRW ENGINEERS, INC. **801 CORPORATE DRIVE** **LEXINGTON, KENTUCKY 40503**

Change Order No.:
Date:
Project:
Project No.:
Owner:
Contractor:
Attachments:

The **Contractor** is hereby directed to perform the **Work** described in the **Contract For Construction** as amended by the **Change Order:**

Original Contract Amount.....	$
Net Change By Previous Change Orders.....	$
Contract Amount Prior To This Change Order.....	$
Amount of This Change Order.....	$
New Contract Amount.....	$

The Contract Time Is:
The Contract Completion Date Is:

This **Change Order** is intended to, and the **Contractor** agrees that it does, fairly and adequately compensate the **Contractor** for extra direct costs (labor, materials, etc.) as well as all expenses and damages which may result from any delays, suspensions, stretch-outs, scheduling, inefficiencies, and accelerations in the **Work** associated with this **Change Order,** and the **Contractor** releases the **Owner** and the **Engineer** from any claims for such expenses and damages, including but not limited to changes in sequence of work; delays; disruption; rescheduling; extended overhead; acceleration; wage; material; or other escalations; and all other impact costs.

This **Change Order** is intended to, and the **Contractor** agrees that it does, provide the **Contractor** a reasonable and adequate period of time in which to complete the **Work** in accordance with the **Contract For Construction,** as amended by this **Change Order**, and the **Contractor** releases the **Owner** and the **Engineer** from any claims for additional time to perform the **Work.**

OWNER: **CONTRACTOR:**

_____ _____

(Date) **(Date)**

DIVISION 1

GENERAL REQUIREMENTS

SECTION 01110 - SUMMARY OF WORK

PART 1 - GENERAL

1.01 SCOPE OF WORK PERFORMED UNDER THIS CONTRACT

Raw Water Main and Transmission Mains consisting of approximately 4,790 L.F. of 24-inch D.I. water main; 2,700 L.F. of 30-inch water main; 14,700 L.F. of 36-inch water main, 47 L.F. of 24-inch water main bored and jacked under State Roads, 160 L.F. of 36-inch water main bored and jacked under State Roads, valves and hydrants, together with all related work as specified and shown on the drawings.

1.02 ENUMERATION OF DRAWINGS & SPECIFICATIONS

Following are the Drawings and Specifications which form the Contract Documents as set forth in Section 1.1 of the General Conditions:

Drawings	Sheet Number
Cover Sheet	CS
Drawing Index, Legend & Utility Information	1
Raw Water Main Index	2
"Line A" Index	3
Raw Water Main Sta. 10+00 to Sta. 18+50	4
Raw Water Main Sta. 18+50 to Sta. 45+50	5
Raw Water Main Sta. 45+50 to Sta. 57+88 E.O.L.	6
Water Main "Line A" Sta. 10+00 to Sta. 27+50	7
Water Main "Line A" Sta. 27+50 to Sta. 43+50	8
Water Main "Line A" Sta. 43+50 to Sta. 76+00	9
Water Main "Line A" Sta. 76+00 to Sta. 107+00	10
Water Main "Line A" Sta. 107+00 to Sta. 138+50	11
Water Main "Line A" Sta. 138+50 to Sta. 170+50	12
Water Main "Line A" Sta. 170+50 to Sta. 183+92 E.O.L.	13
Water Line Standard Details	WD-1
Water Line Standard Details	WD-2
Water Line Standard Details	WD-3
Erosion Control Standard Details	EC-1

Specifications

See Table of Contents

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION

SECTION 01120 - GENERAL PROVISIONS

PART 1 - GENERAL

1.01 DESIGNATION OF PARTIES

A. All references in the Specifications, Contract Documents and Drawings to "Owner" shall mean the Oldham County Water District; all references to "Engineer" shall mean GRW Engineers, Inc., 801 Corporate Drive, Lexington, Kentucky 40503.

1.02 EXPERIENCE CLAUSE

A. Wherever experience is required of equipment manufacturers in manufacturing or in records of satisfactory operation for a specified period of time, in lieu of the experience, the manufacturer may furnish a 100 percent (100%) performance guarantee bond or a cash deposit. The bond or cash deposit provided by the manufacturer shall guarantee replacement of the equipment process in the event of failure or unsatisfactory service. The period of time for which the bond or cash deposit is required shall be the same as the experience period of time specified.

1.03 ACCESS TO INSPECTION OF WORK

A. Representatives of the State Department of Health, the State Department for Natural Resources and Environmental Protection, local public health agencies, Owner, and Engineer shall at all times have full access to the project site for inspection of the work accomplished under this Contract and for inspection of all materials intended for use under the Contract. The Contractor shall provide proper facilities for such access and inspection.

1.04 PRE-CONSTRUCTION CONFERENCE

A. The Contractor, Engineer and Owner, or their duly appointed representative, shall meet in a preconstruction conference prior to the initiation of construction to organize, schedule and determine responsibilities for the work as it pertains to each party of the Contract.

1.05 CONSTRUCTION SCHEDULE CHART

A. Prior to start of any construction, the Contractor shall furnish a construction schedule or progress chart. The schedule or chart shall be subject to the approval of the Engineer, and be of sufficient detail to show the chronological relationship of all activities of the project, the order in which the Contractor proposes to carry on the work, estimated starting and completion dates of major features, procurement of materials, and scheduling of equipment. The schedule shall be in a form suitable for appropriately indicating the percentage of work scheduled for completion at any time. The schedule shall be kept current and shall reflect completion of all work under the Contract within the specified time and in accordance with these Specifications.

1.06 CONSTRUCTION PROGRESS MEETINGS

A. Monthly construction progress meetings shall be held at the project site or at a designated location established by the Owner. The Contractor, appropriate Sub-Contractors, the Engineer and the Owner shall meet to review construction progress, equipment or material submittals, construction schedules, etc.

1.07 PRECONSTRUCTION PHOTOGRAPHS

A. Prior to construction and mobilization of equipment, Contractor shall take record photographs of all areas of the project site. The photographs shall include all private drives that the contractor will use to access the project site. The file name of each photograph shall include the pipeline station number. Photographs shall be submitted to the Engineer on CD prior to the start of construction.

B. In lieu of photographs, a videographic record may be made of the project site. Videographic records shall include a continuous narrative of the location of the video and observations. Videographic records shall be submitted on DVD.

1.08 CLEANING

A. The Contractor shall at all times keep the construction site and the surrounding area presentable to the public, and clean of rubbish caused by the Contractor's operation. At completion of the work, the Contractor shall remove all the rubbish, all tools, equipment, temporary work and surplus materials, from and about the premises, and shall leave the site clean and ready for use.

B. After completion of all work and before final acceptance of the work, the Contractor shall thoroughly clean all equipment and materials and shall remove all foreign matter such as grease, dirt, plaster, labels, stickers, etc., from the exterior of the piping, equipment and all associated fabrication.

C. All waste and excess materials shall be disposed of off the project site and at no additional expense to the Owner. In no case shall waste materials (any removed concrete, piping, equipment, etc.) be buried on the site. Burning is not permitted.

D. Upon completion of the project, the Contractor is responsible for leaving the project site in as good as or better condition than the original. This includes site grading, landscaping, replacement of sidewalks, driveways, curbs, mailboxes, clotheslines, fences, etc. and removal of all construction debris.

1.09 TAXES

A. Proposals shall be made to include any applicable taxes on payrolls, materials, equipment, vehicles, utilities, etc., including State sales taxes and shall include compensation for such taxes on all work under this Contract.

1.10 LINES AND GRADES

A. When water lines, process piping and other such buried pressure pipelines are involved, the Engineer will assist the Contractor in the location of these lines; however, any

detailed layout requiring surveying, or excavation including that required for establishing the grade of the pipeline, shall be accomplished by the Contractor.

B. The Contractor shall furnish all materials, stakes and grade boards that are required for layout by the Contractor's forces. In addition, the Contractor shall furnish any necessary survey personnel to mark the location of the various facilities on the ground, establishing bench levels and determining as-built conditions after work is completed. The Contractor's personnel engaged in the layout work described herein and the aides furnished to the Engineer shall be fully capable of performing the duties set out herein and shall be fully qualified as required. Contractor shall be responsible for verifying all profiles and elevations prior to construction.

1.11 BLASTING

A. The Contractor (or any of his subcontractors) shall not bring explosives onto the site or use in work without prior written permission from the Owner.

B. All blasting operations shall be conducted in strict accordance with the Rules and Regulations of the State Department of Mine and Minerals, Division of Explosives and Blasting, which shall be deemed to be included in these Specifications the same as though herein written in full. The Contractor shall also comply with applicable municipal ordinances, Federal Safety Regulations and Section 9 of the Manual of Accident Prevention in Construction, published by the Associated General Contractor's of America, Inc. All explosives shall be stored in conformity with said ordinances, laws and safety regulations. No blasting shall be done within five feet of any water mains, or ten feet of any gas mains except with light charges of explosives. Any damage done by blasting is the responsibility of the Contractor and shall be promptly and satisfactorily repaired by him. All blast events shall be designed in accordance with state laws. These guidelines are established to limit peak particle velocities occurring as a result of blasting to protect structures from damage due to ground motions from blast events. The peak particle velocity is the maximum velocity of particle excitation measured along any of the three orthogonal axes (longitudinal, vertical or transverse). In addition the following guidelines shall be applicable to new concrete.

Age of Concrete, Days*	Maximum Permissible Particle Velocity, IPS**
0 to 1	0.25
2	0.50
3-or more	1.00

* Concrete is defined as properly designed and placed, well-consolidated Portland Cement concrete achieving a normal increase in strength with age.

** Measured at location of concrete, by probe fixed in or on soil surface.

As an option, a scaled distance (distance from blast to concrete/-square root of charge weight) of 130 or more can be used conservatively to design blast events.

C. Unless otherwise required by ordinance or law, each excavation crew shall be provided with two metal boxes equipped with suitable locks. One of these boxes shall be for storing explosives and one for caps. The boxes shall always be locked except when in actual use. They shall be painted a bright color and stenciled with appropriate warning signs. At night, explosives and caps shall be stored in separate magazines.

D. If any possibility exists of rock or any other debris leaving the site during a blast event, the shot shall be covered with rope, heavy timber or rubber mats, to prevent the aforementioned.

E. The Contractor shall keep a blasting log and, for each blast, shall record the date, time of blast, number of holes, type of explosive, number of delays, amount of charge per delay; stemming type, and number of caps; and all other items as required by State laws and regulations.

F. All blasting shall be supervised and performed by qualified personnel and shall be monitored to ensure compliance with the particle velocity requirements. The Contractor shall submit a monitoring plan to the Engineer prior to beginning blasting activities.

G. A pre-blast survey shall be performed by the Contractor. The pre-blast survey shall be accurate and up to date at the time of the blast event. The survey shall be a compilation of the condition, type, and general appearance of all nearby structures. It shall also include a listing of any vibration-sensitive equipment or conditions which exist at adjacent facilities. The owners and occupants of these facilities shall be notified of the intent to blast and the blasting schedule. The survey shall be conducted by a competent engineering firm or other qualified firm and sufficiently documented by photographs, video, measurements, and diagrams. The survey shall include all structures within 200' of the project or any such structure the Contractor feels may be reasonably affected by ground and/or air vibrations from blasting. Pre-blast survey results shall be submitted to the Owner upon request.

H. Shot rock which is excavated shall be disposed of offsite by the Contractor. No rock larger than one-half cubic foot will be permitted in the backfill.

1.12 COMPLIANCE WITH SAFETY REGULATIONS

A. The equipment items furnished shall comply with all governing federal and state laws regarding safety, including all current requirements of the Occupational Safety and Health Act (OSHA). Contractor shall be solely responsible for job safety in accordance with all laws, regulations, methods, etc. of OSHA and the state.

1.13 MAINTENANCE AND OPERATIONS MANUAL

A. Every piece of equipment furnished and installed shall be provided with complete maintenance and operations manuals. These shall be detailed in instructions to the Owner's personnel. They shall be attractively bound for the Owner's records. See Section 01340 and Section 01780 for requirements. The manuals shall be submitted to the Engineer for review as to adequacy and completeness. Provide four copies each, unless otherwise noted.

1.14 OBSTRUCTIONS

A. In cases where storm sewers, sanitary sewers, gas lines, water lines, telephone lines, electric lines or other underground structures are encountered, they shall not be displaced or molested unless necessary, in which case they shall be replaced in as good a condition as found and as quickly as possible.

B. The Contractor is responsible for notifying the appropriate utility companies, and coordinating the protection of the utility. All such lines or underground structures damaged or molested in the construction shall be replaced at the Contractor's expense, unless in the opinion of the Engineer, such damage was caused through no fault of the Contractor.

1.15 STORAGE FACILITIES

A. The Contractor shall be responsible for proper and adequate storage of all materials and equipment used on the site. Any additional off-site space required for construction purposes shall be the Contractor's responsibility to obtain.

B. Upon completion of the work, the Contractor shall remove all storage facilities, surplus materials and equipment and restore the site to its original condition, or to the finished condition as required by the Contract.

1.16 STANDARDS OF WORKMANSHIP

A. Work of all crafts and trades shall be laid out to lines and elevations as established by the Contractor from the Drawings or from instructions by the Engineer. Unless otherwise shown, all work shall be plumb and level, in straight lines and true planes, parallel or square to the established lines and levels. The work shall be accurately measured and fitted to tolerance as established by the best practices of the crafts and trades involved, and shall be as required to fit all parts of the work carefully and neatly together.

1.17 PERFORMANCE AND PAYMENT BONDS

A. Performance and payment bonds, as specified in of the General Conditions, shall run for a period of one (1) year after final acceptance of the work by the Owner. These bonds shall be executed on the forms provided as a part of the Contract Documents.

1.18 INITIAL START-UP AND OPERATION

A. The initial operation period provided for herein is to check and provide the satisfactory mechanical operation of the facilities. These requirements for start-up and operation in no way relieve the Contractor of his responsibility with respect to guaranty of work as specified in the "General Conditions." The manufacturer's representatives shall be present during this period to instruct the operators in the care, operation and maintenance of the equipment. When the shakedown period is completed, the Owner will assume responsibility for maintenance and operation, provided that all major items of the Work are operating satisfactorily.

B. If any or all of the facilities are not operating satisfactorily at the end of the shakedown period, the Contractor shall continue to maintain those facilities that are incomplete or not operating satisfactorily until they are complete and acceptable to the Owner. Maintenance by the Contractor shall include all mechanical facilities such as pumps and like equipment. Prior to start-up, the Contractor will be required to prepare an operating schedule detailing the proposed start-up and his plans for manpower and auxiliary facilities to be provided.

1.19 GUARANTY

A. Except as otherwise specified herein, the Contractor shall guarantee all work from latent defects in materials, equipment and workmanship for one (1) year from the date of final completion of the Contract. The date of final completion shall be that date upon which the final estimate is approved by the Owner or the date of substantial completion as defined in Section 01770 of the technical Specifications. In case any date but the date of final completion is established to govern the time of the Guaranty, such date shall be duly recorded together with the terms and conditions of such agreement.

B. The Contractor agrees that he will obtain from the manufacturers of equipment and materials furnished under this Contract, guarantees against defective materials and workmanship, and if those guarantees furnished by the manufacturer do not extend for the term of one (1) year from and after the date upon which the final estimate is formally approved by the Owner or other established date as set forth hereinbefore, he shall make the necessary arrangements and assume all cost for extending this guarantee for the required period.

C. The Contractor shall promptly make such repairs or replacement as may be required under the above specified guarantee, and, when the repairs or replacements involve one or more items of installed equipment, shall provide the services of qualified factory-trained servicemen in the employ of the equipment manufacturers to perform or supervise the repairs or replacements.

D. When the Engineer or the Owner deems it necessary, and so orders, such replacements or repairs under this section shall be undertaken by the Contractor within twenty-four (24) hours after service of notice. If the Contractor unnecessarily delays or fails to make the ordered replacements or repairs within the time specified, or if any replacements or repairs are of such nature as not to admit of the delay incident to the service of a notice, then the Owner shall have the right to make such replacements or repairs, and the expense thereof shall be paid by the Contractor or deducted from any moneys due the Contractor.

E. The Performance Bond shall remain in full force and effect throughout the Guaranty period.

F. All warranties and guarantees remaining in effect at and beyond the Guaranty expiration date shall be relinquished and transferred to the Owner. Copies of such warranty/guaranty shall be submitted to the Engineer prior to date of the start of the guaranty period.

1.20 TRAFFIC CONTROL AND MAINTENANCE

A. Traffic shall be maintained on all highways and streets at all times during construction of pipe lines across or along side said highways and streets. Access to all existing subdivisions and private residences shall also be kept open. Work shall be performed in accordance with applicable City, County, and state Department of Transportation guidelines. Traffic control shall include proper signing and flagging per these guidelines.

B. Traffic shall be maintained in accordance with the Manual on Uniform Traffic Control Devices. Work shall include all labor and materials necessary for construction and maintenance of traffic control devices and markings.

C. Traffic control shall also include all flag persons and traffic control devices such as, but not limited to, flashers, signs, barricades and vertical panels, plastic drums (steel drums

will not be permitted) and cones necessary for the control and protection of vehicular and pedestrian traffic as specified by the Manual on Uniform Traffic Control Devices.

D. Any temporary traffic control items, devices, materials, and incidentals shall remain the property of the Contractor when no longer needed.

E. The Contractor shall maintain a two-lane traveled way with a minimum lane width of 10 feet; however, during working hours, one-way traffic may be allowed at the discretion of the Engineer, provided adequate signing and flagpersons are at the location.

F. The Contractor shall fully cover with plywood any signs, either existing, permanent or temporary, which do not properly apply to the current traffic phasing, and shall maintain the covering until the signs are applicable or are removed.

G. In general, all traffic control devices shall be placed starting and proceeding in the direction of the flow of traffic and removed starting and proceeding in the direction opposite to the flow of traffic.

H. The Engineer and Contractor shall review the signing before traffic is allowed to use lane closures, crossovers, or detours, and all signing shall be approved by the Engineer before work can be started by the Contractor.

I. If traffic should be stopped due to construction operations and an emergency vehicle on an official emergency run arrives on the scene, the Contractor shall make provisions for the passage of that vehicle immediately.

1.21 FLOOD INSURANCE

A. Contractor is required to carry flood insurance for projects which are located in designated flood hazard areas unless Federal Flood Insurance is not available.

1.22 CONSTRUCTION ALONG OR ACROSS A STREAM

A. All excavations along or across a stream shall be done in such a manner as to prevent degradation of the waters. Spoil material shall not be allowed to enter the flowing portion of the stream.

B. Effective erosion and sedimentation measures must be employed at all times during the project to prevent degradation of the waters.

C. Site regrading and reseeding shall be accomplished within 14 days after disturbance, regardless of the season.

1.23 PIPE AND MANHOLE REPLACEMENT

A. Where indicated in the Contract Documents, pipe and manholes to be replaced shall be removed from the site and disposed of by the Contractor. Material shall not be placed back in the trench or buried on the site.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION

SECTION 01130 - CONTRACTORS SEQUENCE OF CONSTRUCTION & SPECIAL PROVISIONS

PART 1 - GENERAL

1.01 CONTRACTOR'S CONSTRUCTION SEQUENCE, SCHEDULE & SPECIAL PROVISIONS

A. The treatment plant construction contract has a completion time of 14 months. The Raw Water and Transmission Main construction contract has a completion time of 8 months. The source of water for flushing Line A will be the new high service pump station to be constructed in the plant contract. The Contractor must complete the installation, testing, and surface restoration for Line A within the specified contract times. However, the Contractor shall remobilize after the plant contractor completes the pump station to flush, disinfect, and place into service Line A.

B. Line A shall be filled for testing using water from the distribution system at the connection to the existing system on US 42. The existing valve on US 42 must be operated only by an employee of OCWD. The Contractor shall provide 7 calendar days of notice to the Engineer and OCWD. Once the testing has been completed, the existing valve on US 42 shall be closed, the valve box removed, and the valve backfilled to prevent the valve from being opened. The valve box shall be reinstalled by the Contractor following disinfection of the main.

C. When the Contractor remobilizes to flush and disinfect the main the existing valve on US 42 must remain closed until the main is flushed and disinfected with water from the treatment plant.

D. After testing, the portion of the main that is below elevation 480 shall be left full of water to prevent flotation of the portion of the main located in the flood plain.

E. The 1-year warranty on line A shall begin when the main has been flushed, disinfected, and placed in service.

G. Once notified by the Engineer to remobilize for flushing and disinfecting Line A, the Contractor will have 7 calendar days to mobilize and 7 additional calendar days to flush and disinfect the main. If the Contractor fails to complete these tasks within this time frame, the specified daily liquidated damages will apply.

H. The tie-in at the water treatment plant shall be coordinated with the treatment plant contractor and the Owner. The plant shall not be removed from service for more than 4 hours at a time.

I. The Raw Water and Transmission Mains contractor and the Wells 12 & 13 contractor will receive notices to proceed at the same time. The Wells 12 & 13 contractor must achieve substantial completion within 150 days of notice to proceed. The Contractor shall place the new raw water main in service within 140 days of receipt of notice to proceed to enable the well contractor to complete that project on schedule.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION

SECTION 01271 - BASIS OF MEASUREMENT AND PAYMENT

PART 1 – GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

A. The Contractor shall furnish all necessary labor, machinery, tools, apparatus, equipment, materials, service and other necessary supplies and perform all Work shown on the Drawings and/or described in the Specifications and Contract Documents at the unit prices as indicated by the Bidder in the Bid.

B. The Bidder declares that he has examined the site of the Work and informed himself fully in regard to all conditions pertaining to the place where the Work is to be done; that he has examined the Plans, Specification and Contract Documents for the Work, and has read all special provisions furnished prior to the opening of bids; and that he has further satisfied himself relative to the Work to be performed. The Bidder further declares that he understands that unit quantities shown in the Proposal are approximately only, are subject to increase or decrease, and that, should the quantities of any of the items be decreased, the Bidder will make no claim for the anticipated profits. In addition, the Owner also reserves the right to adjust quantities, either by addition or deletion and as-BID unit price shall remain in effect for these quantity adjustments.

C. All excavation required of the work shall be done as part of the total price for the complete project. All excavation shall be unclassified.

1.02 PAY ITEMS

A. The items listed hereinafter refer to and are the same items listed in the PROPOSAL hereinbefore and constitute all of the pay items in this Contract. Any other items of Work listed in the Specifications or shown on the Drawings shall be considered incidental to the above items.

1.03 WATER MAIN (Items No. 1, 2, 13, 14, 15, and 16)

A. Payment for furnishing and installing the water main will be made at the contract unit price per linear foot, complete in place, which price shall include compensation for furnishing, hauling, stripping topsoil, excavation (including rock), manufactured sand bedding and backfill, poly-wrapping where required, laying, installation of pipe location tape, jointing, testing, backfilling, replacing topsoil, surface restoration including Native Grass where specified on the plans (except pavement replacement), disinfection and cleanup. Restoration of private drives used for access to the project is included in this pay item. For creek crossings, pipe, trenching (including rock excavation), backfill and all materials and labor necessary to complete work is also included in this pay item. The quantity of water main to be paid for shall be the length of the complete water main measured along the centerline without any deduction for lengths of fittings, valves or other appurtenances.

1.09 8 AND 12-INCH TYPE "A" AND "B" FLUSH VALVE ASSEMBLY (Items No. 7, 22a and 22b)

A. Payment for furnishing and installing 8- and 12-inch pipe and fittings (excluding ductile iron water main tee), 8- and 12-inch gate valve and box, including thrust blocks, crushed stone drain, and anchorage will be made at the contract unit price each, complete in place. Type of pipe shall be as noted on the Drawings.

1.10 BUTTERFLY VALVES AND BOXES (Items No. 8, 9a, 9b, 25, and 26)

A. Payment for furnishing and installing butterfly/gate valves, and boxes will be made at the contract unit price each, complete in place, which price shall include compensation for furnishing, hauling, excavation, installation, blocking and backfilling.

1.11 ADDITIONAL COST ASSOCIATED WITH CREEK CROSSING (Items 36 and 39)

A. Payment for the rip-rap and dense grade aggregate associated with creek crossing will be paid for at the contract unit price per ton, furnished and placed as specified. The Contractor shall furnish the Engineer with duplicate weight slips for all such material delivered to the project.

1.12 CONCRETE FOR CRADLES, ANCHORS, TRENCH DAMS OR ENCASEMENT (Items No. 10 and 32)

A. Payment for concrete cradles, anchors, thrust blocks, trench dams (including reinforcement), or encasement will be made at the contract unit price per cubic yard, complete in place.

1.13 AGGREGATE SURFACE REPLACEMENT (Items No. 11 and 33)

A. Payment for replacing unpaved highways, roads, gravel driveways, and shoulders will be made at the contract unit price per linear foot, complete in place, which price shall include compensation for Method "C" backfill from the top of the pipe bedding to six (6) inches below the grade line and then the 6" dense graded aggregate course to the top of the trench. This pay item is not for restoration of private drives used to access the project site.

1.14 GRANULAR MATERIAL FOR SPECIAL PIPE BEDDING (Items No. 12 and 34)

A. Whenever payment shall be deemed due under the provisions of the Detailed Specifications, said material will be paid for at the contract unit price per ton, furnished and placed as specified. The Contractor shall furnish the Engineer with duplicate weight slips for all such material delivered to the project.

1.15 8-INCH BLOWOFF/DRAIN ASSEMBLY (Item No. 23)

A. Payment for furnishing and installing 8" pipe, (excluding ductile iron water main tee), 8" high pressure ball valve with manhole assembly, and the flushing piping, including thrust

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION

ECTION 01310 - PROJECT COORDINATION

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

Minimum administrative and supervisory requirements necessary for coordination of work on the project include but are not necessarily limited to the following:

A. Coordination and meetings.

B. Limitations for use of site.

C. Coordination of crafts, trades and subcontractors.

D. General installation provisions.

E. Cleaning and protection.

F. Conservation and salvage.

1.02 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification sections, apply to work of this section.

1.03 COORDINATION AND MEETINGS

A. Monthly general project coordination meetings will be held at regularly scheduled times convenient for all parties involved. These meetings are in addition to specific meetings held for other purposes, such as regular project meetings and special pre-installation meetings. Representation at each meeting by every party currently involved in coordination or planning for the work of the entire project is requested. Meetings shall be conducted in a manner which will resolve coordination problems. Results of the meeting shall be recorded and copies distributed to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

1.04 LIMITATIONS ON USE OF THE SITE

A. Limitations on site usage as well as specific requirements that impact site utilization are indicated on the drawings and by other contract documents. In addition to these limitations and requirements, allocation of available space shall be administered equitably among entities needing both access and space so as to produce the best overall efficiency in performance of the total work of the project. Schedule deliveries so as to minimize space and time requirements for storage of materials and equipment on site.

1.05 COORDINATION OF CRAFTS, TRADES AND SUBCONTRACTOR

A. The Contractor shall coordinate the work of all the crafts, trades a engaged on the work, and he shall have final responsibility as rega workmanship and completeness of each and all parts of the work.

B. All crafts, trades and subcontractors shall be made to cooperate with each ot others as they may be involved in the installation of work which adjoins, in precedes or follows the work of another. It shall be the Contractor's respon point out areas of cooperation prior to the execution of subcontractor agreements assignment of the parts of the work. Each craft, trade and subcontractor shall be responsible to the Owner, for furnishing embedded items and giving directions, for a all cutting and fitting and making all provisions for accommodating the work, and protecting, patching, repairing and cleaning as required to satisfactorily perform th work.

C. The Contractor shall be responsible for all cutting, digging and other action of his subcontractors and workmen. Where such action impairs the safety or function of any structure or component of the project, the Contractor shall make such repairs, alterations and additions as will, in the opinion of the Engineer, bring said structure or component back to its original design condition at no additional cost to the Owner.

D. Each subcontractor is expected to be familiar with the General Requirements and all sections of the detailed Specifications for all other trades and to study all Drawings applicable to his work including Architectural and Structural Drawings, to the end that complete coordination between trades will be effected. Consult with the Engineer if conflicts exist on the Drawings.

E. Special attention shall be given to points where ducts or piping must cross other ducts or piping, where lighting fixtures must be recessed in ceilings and where ducts, piping and conduits must fit into walls and columns. It shall be the responsibility of such subcontractor to leave the necessary room for other trades.

F. No extra compensation will be allowed to cover the cost of removing piping, conduit, ducts, etc., or equipment found encroaching on space required by others.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION

SECTION 01320 - PROGRESS SCHEDULES

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

A. Scheduling Responsibilities:

1. In order to provide a definitive basis for determining job progress, a construction schedule of a type approved by the Owner will be used to monitor the project.

2. The Contractor shall be responsible for preparing the schedule and updating on a monthly basis. It shall at all times remain the Contractor's responsibility to schedule and direct his forces in a manner that will allow for the completion of the work within the contractual period.

B. Construction Hours:

1. No work shall be done between 6:00 p.m. and 7:00 a.m. nor on Saturdays, Sundays or legal holidays without the prior written permission of the Owner. However, emergency work may be done without prior written permission.

2. If the Contractor, for his convenience and at his own expense, should desire to carry on his work at night or outside the regular hours, he shall submit a written request to the Engineer and shall allow nine (9) days for satisfactory arrangements to be made for inspecting the work in progress. If permission is granted, the Contractor shall light the different parts of the project as required to comply with all applicable federal, state, and local regulations. The Contractor shall also revise his schedule as appropriate at the next monthly schedule update meeting to reflect the changes in working hours.

C. Progress of the Work:

1. The work shall be started within ten (10) days following the Notice to Proceed and shall be executed with such progress as may be required to prevent delay to other Contractors or to the general completion of the project. The work shall be executed at such times and in or on such parts of the project, and with such forces, material and equipment, to assure completion of the work in the time established by the Contract.

2. The Contractor agrees that whenever it becomes apparent from the current monthly schedule update that delays have resulted and, hence, that the Contract completion date will not be met or when so directed by the Owner, he will take some or all of the following actions at no additional cost to the Owner:

a. Increase construction manpower in such quantities and crafts as will substantially eliminate the backlog of work.

b. Increase the number of working hours per shift, shifts per working day or days per week, the amount of construction equipment, or any combination of the foregoing to substantially eliminate the backlog of work.

c. Reschedule activities to achieve maximum practical concurrency of accomplishment of activities, and comply with the revised schedule.

d. The Contractor shall submit to the Owner or the Owner's representative for review a written statement of the steps he intends to take to remove or arrest the delay to the critical path in the accepted schedule. If the Contractor should fail to submit a written statement of the steps he intends to take or should fail to take such steps as required by the Contract, the Owner may direct the level of effort in manpower (trades), equipment, and work schedule (overtime, weekend and holiday work, etc.), to be employed by the Contractor in order to remove or arrest the delay to the critical path in the accepted schedule, and Contractor shall promptly provide such level of effort at no additional cost to the Owner.

1.02 CONSTRUCTION SCHEDULE

A. Within ten (10) calendar days of the Notice to Proceed, the Contractor shall submit to the Engineer five (5) copies of his proposed schedule. The schedule will be the subject of a schedule review meeting with the Contractor, the Engineer and the Owner or the Owner's representative within one (1) week of its submission. The Contractor will revise and resubmit the schedule until it is acceptable and accepted by the Owner or the Owner's representative.

1.03 SUBMITTAL SCHEDULE

A. In addition to the above scheduling requirements, the Contractor will be required to submit a complete and detailed listing of anticipated submittals during the course of the Contract. The Contractor will coordinate his submittals with those of his Subcontractors and Suppliers and will identify each submittal by Contract drawing number and specification number. The anticipated submission date for each submittal must be indicated along with the date on which its return is anticipated. For planning purposes, the Engineer will usually return shop drawings thirty (30) days after receipt. However, longer durations for review will not be considered a basis for a claim.

B. The Submittal Schedule must be submitted within twenty (20) working days of the Notice to Proceed and will be the subject of a special meeting with the Engineer and the Owner or the Owner's representative within one (1) week of the schedule's submission. At that meeting, the Submittal Schedule will be reviewed for comprehensiveness and feasibility. The Engineer will adjust the projected return dates based on the need for more or less time for each submittal's review. The Submittal Schedule will then be accepted or revised as required.

1.04 SCHEDULE UPDATES

A. Monthly Meetings:

A monthly Schedule Update Meeting will be held in conjunction with the applicable progress meeting at the construction site to review and update the Schedule. The Schedule Update Meetings will be chaired by the Owner or the Owner's representative and attended by the Contractor and the Engineer. Actual progress of the previous month will be recorded and future activities will be reviewed. The duration of activities and their logical connections may be revised as needed. Decisions made at these meetings

and agreed to by all parties are binding with the exception that no contractual completion dates will be modified without formal written requests and acceptance as specified herein.

B. Revisions to Schedule:

The Schedule shall be formally revised if any of the following conditions are encountered:

1. When a delay in completion of any work item or sequence of work items results in an indicated extension of the project completion.

2. When delays in submittals or deliveries or work stoppages are encountered which make replanning or rescheduling of the work necessary.

3. When the schedule does not represent the actual prosecution and progress of the project.

1.05 CONTRACT COMPLETION TIME

A. Causes for Extensions:

The Contract completion time will be adjusted only for causes specified in this Contract. In the event the Contractor requests an extension of any Contract completion date, he shall furnish such justification and supporting evidence as the Owner or the Owner's representative may deem necessary for a determination as to whether the Contractor is entitled to an extension of time under the provisions of this Contract. The Owner, with the assistance of the Engineer, will, after receipt of such justification and supporting evidence, make findings of fact and will advise the Contractor in writing thereof.

B. Requests for Time Extension:

Each request for change in any Contract completion date shall be initially submitted to the Owner within the time frame stated in the General Conditions. All information known to the Contractor at that time concerning the nature and extent of the delay shall be transmitted to the Owner at that time. Within the time frame stated in the General Conditions but before the date of final payment under this Contract, all information as required above concerning the delay must be submitted to the Owner. No time extension will be granted for requests which are not submitted within the foregoing time limits.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION

SECTION 01340 - SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

A. General: This section specifies procedural requirements for non- administrative submittals including shop drawings, product data, samples (when samples are specifically requested) and other miscellaneous work-related submittals. Shop drawings, product data, samples and other work-related submittals are required to amplify, expand and coordinate the information contained in the Contract Documents.

B. Refer to other Division-1 sections and other Contract Documents for Specifications on administrative, non-work-related submittals. Such submittals include, but are not limited to the following items:

1. Permits.
2. Payment applications.
3. Performance and payment bonds.
4. Insurance certificates.
5. Inspection and test reports.
6. Schedule of values.
7. Progress reports.
8. Listing of subcontractors.
9. Operating and Maintenance Manuals

C. All submittals shall be furnished in at least six (6) copies and shall be checked and reviewed by the Contractor before submission to the Engineer. The review of the submittals by the Engineer shall not be construed as a complete check but will indicate only that the general method of construction and detailing is satisfactory. Review of such submittals will not relieve the Contractor of the responsibility for any errors which may exist as the Contractor shall be responsible for the dimensions and design of adequate connections, details, and satisfactory construction of all work.

1.02 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification sections, apply to work of this section.

B. Section 01780 - Operating and Maintenance Manuals.

1.03 DEFINITIONS

A. Shop drawings are technical drawings and data that have been specially prepared for this project, including but not limited to the following items:

1. Fabrication and installation drawings.
2. Setting diagrams.
3. Shopwork manufacturing instructions.
4. Templates.
5. Patterns.
6. Coordination drawings (for use on-site).
7. Schedules.
8. Design mix formulas.
9. Contractor's engineering calculations.

Standard information prepared without specific reference to a project is not considered to be shop drawings.

B. Product data includes standard printed information on manufactured products that has not been specially-prepared for this project, including but not limited to the following items:

1. Manufacturer's product specifications and installation instructions.
2. Standard color charts.
3. Catalog cuts.
4. Roughing-in diagram and templates.
5. Standard wiring diagrams.
6. Printed performance curves.
7. Operational range diagrams.
8. Mill reports.
9. Standard product operating and maintenance manuals.

C. Samples, where specifically required, are physical examples of work, including but not limited to the following items:

1. Partial sections of manufactured or fabricated work.
2. Small cuts or containers of materials.
3. Complete units of repetitively-used materials.

4. Swatches showing color, texture and pattern.

5. Color range sets.

6. Units of work to be used for independent inspection and testing.

D. Miscellaneous submittals are work-related, nonadministrative submittals that do not fit in the three previous categories, including, but not limited to the following:

1. Specially-prepared and standard printed warranties.

2. Maintenance agreements.

3. Workmanship bonds.

4. Survey data and reports.

5. Testing and certification reports.

6. Record drawings.

7. Field measurement data.

1.04 SUBMITTAL PROCEDURES

A. General: Refer to the General Conditions and Paragraph 1.02A hereinbefore for basic procedures for submittal handling:

B. Coordination: Coordinate the preparation and processing of submittals with the performance of the work. Coordinate each separate submittal with other submittals and related activities such as testing, purchasing, fabrication, delivery and similar activities that require sequential activity.

Coordinate the submittal of different units of interrelated work so that one submittal will not be delayed by the Architect/Engineer's need to review a related submittal. The Architect/Engineer reserves the right to withhold action on any submittal requiring coordination with other submittals until related submittals are forthcoming.

C. Coordination of Submittal Times: Prepare and transmit each submittal to the Architect/Engineer sufficiently in advance of the scheduled performance of related work and other applicable activities. Transmit different kinds of submittals for the same unit of work so that processing will not be delayed by the Architect/Engineer's need to review submittals concurrently for coordination.

D. Review Time: Allow sufficient time so that the installation will not be delayed as a result of the time required to properly process submittals, including time for resubmittal, if necessary. Advise the Architect/Engineer on each submittal, as to whether processing time is critical to the progress of the work and if the work would be expedited if processing time could be shortened.

1. Allow a longer time period where processing must be delayed for coordination with subsequent submittals. The Architect/Engineer will advise the Contractor promptly when it is determined that a submittal being processed must be delayed for coordination.

2. No extension of time will be authorized because of the Contractor's failure to transmit submittals to the Architect/Engineer sufficiently in advance of the work.

E. Submittal Preparation: Mark each submittal with a permanent label for identification. Provide the following information on the label for proper processing and recording of action taken.

1. Project name.

2. Date.

3. Name and address of Architect/Engineer.

4. Name and address of Contractor.

5. Name and address of subcontractor.

6. Name and address of supplier.

7. Name of manufacturer.

8. Number and title of appropriate specification section.

9. Drawing number and detail references, as appropriate.

10. Similar definitive information as necessary.

F. Submittal Transmittal: Package each submittal appropriately for transmittal and handling. Transmit each submittal from the Contractor to the Architect/Engineer, and to other destinations as indicated, by use of a transmittal form. Submittals received from sources other than the Contractor will be returned to the sender "without action".

1.05 SPECIFIC SUBMITTAL REQUIREMENTS

A. Shop drawings shall be prepared by a qualified detailer. Details shall be identified by reference to sheet and detail numbers shown on Contract Drawings. Where applicable, show fabrication, layout, setting and erection details.

Shop drawings are defined as original drawings prepared by the Contractor, subcontractors, suppliers, or distributors performing work under this Contract. Shop drawings illustrate some portion of the work and show fabrication, layout, setting or erection details of equipment, materials and components. The Contractor shall, except as otherwise noted, have prepared the number of reviewed copies required for his distribution plus two (2) which will be retained by the Engineer. Shop drawings shall be folded to an approximate size of 8-1/2" x 11" and in such manner that the title block will be located in the lower right-hand corner of the exposed surface.

B. Project data shall include manufacturer's standard schematic drawings modified to delete information which is not applicable to the project, and shall be supplemented to provide additional information applicable to the project. Each copy of descriptive literature shall be clearly marked to identify pertinent information as it applies to the project.

C. Where samples are required, they shall be adequate to illustrate materials, equipment or workmanship, and to establish standards by which completed work is judged. Provide sufficient size and quantity to clearly illustrate functional characteristics of product and material, with integrally related parts and attachment devices, along with a full range of color samples.

D. All submittals shall be referenced to the applicable item, section and division of the Specifications, and to the applicable drawing(s) or drawing schedule(s).

E. The Contractor shall review and check submittals, and shall indicate his review by initials and date.

F. If the submittals deviate from the Contract Drawings and/or Specifications, the Contractor shall advise the Engineer, in writing of the deviation and the reasons therefore.

G. In the event the Engineer does not specifically reject the use of material or equipment at variance to that which is shown on the Drawings or specified, the Contractor shall, at no additional expense to the Owner, and using methods reviewed by the Engineer, make any changes to structures, piping, controls, electrical work, mechanical work, etc., that may be necessary to accommodate this equipment or material. Should equipment other than that on which design drawings are based be accepted by the Engineer, shop drawings shall be submitted detailing all modification work and equipment changes made necessary by the substituted item.

H. Additional information on particular items, such as special drawings, schedules, calculations, performance curves, and material details, shall be provided when specifically requested in the technical Specifications.

I. Submittals for all electrically operated items (including instrumentation and controls) shall include complete size, color coding, all terminations and connections, and coordination with related equipment.

J. Equipment shop drawings shall indicate all factory or shop paint coatings applied by suppliers, manufacturers and fabricators; the Contractor shall be responsible for insuring the compatibility of such coatings with the field-applied paint products and systems.

K. Fastener specifications of manufacturer shall be indicated on equipment shop drawings.

L. Where manufacturer's brand names are given in the Specifications for building and construction materials and products, such as grout, bonding compounds, curing compounds, masonry cleaners, waterproofing solutions and similar products, the Contractor shall submit names and descriptive literature of such materials and products he proposes to use in this Contract.

M. No material shall be fabricated or shipped unless the applicable drawings or submittals have been reviewed by the Engineer and returned to the Contractor.

N. All bulletins, brochures, instructions, parts lists, and warranties package with and accompanying materials and products delivered to and installed in the project shall be saved and transmitted to the Owner through the Engineer.

1.06 CONTRACTOR RESPONSIBILITIES

A. Verify field measurements, field construction criteria, catalog numbers, and similar data.

B. Coordinate each submittal with requirements of work and of Contract Documents.

C. Notify Engineer, in writing at time of submission, of deviations in submittals from requirements of Contract Documents.

D. Begin no work, and have no material or products fabricated or shipped which requires submittals until return of submittals with Engineer's stamp and initials or signature indicating review.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION

SECTION 01421 - DEFINITIONS AND STANDARDS

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

A. This section specifies procedural and administrative requirements for compliance with governing regulations and codes and standards imposed upon the Work. These requirements include obtaining permits, licenses, inspections, releases and similar documentation, as well as payments, statements and similar requirements associated with regulations, codes and standards.

B. The term, "Regulations", is defined to include laws, statutes, ordinances and lawful orders issued by governing authorities, as well as those rules, conventions and agreements within the construction industry which effectively control the performance of the Work regardless of whether they are lawfully imposed by governing authority or not.

1.02 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to Work of this Section.

1.03 DEFINITIONS

A substantial amount of specification language consists of definitions of terms found in other Contract Documents, including Drawings. (Drawings are recognized as being diagrammatic in nature and not completely descriptive of the requirements indicated thereon). Certain terms used in Contract Documents are defined in this article. Definitions and explanations contained in this section are not necessarily either complete or exclusive, but are general for the Work to the extent that they are not stated more explicitly in another element of the Contract Documents.

The provisions or requirements of other Division-1 sections apply to entire Work of the Contract and, where so indicated, to other elements which are included in the Project.

A. Indicated: The term, "indicated", is a cross-reference to graphic representations, notes or schedules on the Drawings, to other paragraphs or schedules in the Specifications, and to similar means of recording requirements in Contract Documents. 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 the cross-reference, and no limitation of location is intended except as specifically noted.

B. Directed, Requested, Etc.: Where not otherwise explained, terms such as "directed", "requested", "authorized", "selected", "approved", "required", "accepted", and "permitted" mean "directed by the Architect/ Engineer", "requested by the Architect/ Engineer", and similar phrases. However, no such implied meaning will be interpreted to extend the Architect's/Engineer's responsibility into the Contractor's area of construction supervision.

C. Approve: Where used in conjunction with the Architect's/Engineer's response to submittals, requests, applications, inquiries, reports and claims by the Contractor, the meaning of the term "approved" will be held to limitations of the Architect's/Engineer's responsibilities and duties as specified in General and Supplementary Conditions. In no case will the Architect/Engineer's approval be interpreted as a release of the Contractor from responsibilities to fulfill requirements of Contract Documents.

D. Project Site: The term, "project site", is defined as the space available to the Contractor for performance of the Work, either exclusively or in conjunction with others performing other work as part of the Project. The extent of the Project site is shown on the Drawings, and may or may not be identical with the description of the land upon which the Project is to be built.

E. Furnish: Except as otherwise defined in greater detail, the term "furnish" is used to mean "supply and deliver to the project site, ready for unloading, unpacking, assembly, installation, and similar operations" as applicable in each instance.

F. Install: Except as otherwise defined in greater detail, the term "install" is used to describe operations at project site including the actual "unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing protecting, cleaning and similar operations", as applicable in each instance.

G. Provide: Except as otherwise defined in greater detail, the term "provide" means "to furnish and install, complete and ready for intended use", as applicable in each instance.

H. Installer: The term "installer" is defined as "the entity" (person or firm) engaged by the Contractor, its subcontractor or sub-subcontractor for performance of a particular unit of work at the project site, including installation, erection, application and similar required operations. It is a requirement that installers are experienced in the operations they are engaged to perform.

I. Testing Laboratories: The term "testing laboratory" is defined as an independent entity engaged to perform specific inspections or tests of the Work, either at the project site or elsewhere, and to report, and (if required) interpret results of those inspections or tests.

1.04 INDUSTRY STANDARDS

A. Applicability of Standards: Except where more explicit or more stringent requirements are written into the Contract Documents, applicable construction industry standards have the same force and effect as if bound into or copied directly into the Contract Documents. Such industry standards are made a part of the Contract Documents by reference. Individual specification sections indicate which codes and standards the Contractor must keep available at the project site for reference.

1. Referenced standards (standards referenced directly in the Contract Documents) take precedence over nonreferenced standards that are recognized in the industry for applicability to the Work.

2. Non-referenced standards are defined as not being applicable to the Work, except as a general requirement of whether the Work complies with recognized construction industry standards.

B. Publication Dates: Except as otherwise indicated, where compliance with an industry standard is required, comply with standard in effect as of date of Contract Documents.

C. Conflicting Requirements: Where compliance with two (2) or more standards is specified, and where these standards establish different or conflicting requirements for minimum quantities or quality levels, the most stringent requirement will be enforced, unless the Contract Documents specifically indicate a less stringent requirement. Refer requirements that are different, but apparently equal, and uncertainties as to which quality level is more stringent to the Architect/Engineer for a decision before proceeding.

1. Minimum Quantities or Quality Levels: In every instance the quantity or quality level shown or specified is intended to be the minimum for the work to be provided or performed. Unless otherwise indicated, the actual work may either comply exactly, within specified tolerances, with the minimum quantity or quality specified, or may exceed that minimum within reasonable limits. In complying with these requirements, the indicated numeric values are either minimum or maximum values, as notes, or as appropriate for the context of the requirements. Refer instances of uncertainty to the Architect/Engineer for decision before proceeding.

D. Copies of Standards: The Contract Documents require that each entity performing work be experienced in that part of the Work being performed. Each entity is also required to be familiar with industry standards applicable to that part of the work. Copies of applicable standards are not bound with the Contract Documents.

Where copies of standards are needed for proper performance of the Work, the Contractor is required to obtain such copies directly from the publication source.

Although certain copies of standards needed for enforcement of the requirements may be required submittals, the Architect/ Engineer reserves the right to require the Contractor to submit additional copies of these standards as necessary for enforcement of the requirements.

1.05 SUBMITTALS

A. Permits, Licenses, and Certificates: For the Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, and similar documents, correspondence and records established in conjunction with compliance with standards and regulations bearing upon performance of the work.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION

SECTION 01450 - QUALITY CONTROL SERVICES

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

A. Required inspection and testing services are intended to assist in the determination of probable compliance of the Work with requirements specified or indicated. These required services do not relieve the Contractor of responsibility for compliance with these requirements or for compliance with requirements of the Contract Documents.

B. Tests, inspections and certifications of materials, equipment, subcontractors or completed Work, as required by the various sections of the Specifications shall be obtained by the Contractor and all costs shall be included in the Contract Price.

C. The Contractor shall submit to the Engineer the name of any testing laboratory to be used.

D. Contractor shall deliver written notice to the Engineer at least 24 hours in advance of any inspections or tests to be made at the project site. All inspections or tests to be conducted at the field shall be done in the presence of the Engineer or his representative.

E. Certifications by independent testing laboratories may be by copy of the attest and shall give scientific procedures and results of tests. Certifications by persons having interest in the matter shall be by original attest properly sworn to and notarized.

F. Inspections, tests and related actions specified in this section and elsewhere in the Contract Documents are not intended to limit the Contractor's own quality control procedures which facilitate overall compliance with requirements of the Contract Documents.

1.02 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification sections, apply to Work of this Section.

1.03 SUBMITTALS

A. General: Refer to Section 01340 for the general requirements on submittals. Submit a certified written report of each inspection, test or similar service, directly to the Architect/Engineer.

B. Report Data: Written reports of each inspection, test or similar service shall include, but not be limited to the following:

1. Name of testing agency or test laboratory.

2. Dates and locations of samples and tests or inspections.

3. Names of individuals making the inspection or test.

4. Designation of the work and test method.

5. Complete inspection or test data.

6. Test results.

7. Interpretations of test results.

8. Notation of significant ambient conditions at the time of sample-taking and testing.

9. Comments or professional opinion as to whether inspected or tested work complies with requirements of the Contract Documents.

10. Recommendations on retesting, if applicable.

1.04 RESPONSIBILITIES

A. Contractor Responsibilities: Except where they are specifically indicated as being the Owner's responsibility, or where they are to be provided by another identified entity, inspections, tests and similar quality control services are the Contractor's responsibility; these services also include those specified to be performed by an independent agency and not directly by the Contractor. Costs for these services shall be included in the Contract Sum. The Contractor shall employ and pay an independent agency, testing laboratory or other qualified firm to perform quality control services specified.

B. Retest Responsibility: Where results of required inspections, tests or similar services prove unsatisfactory and do not indicate compliance of related Work with the requirements of the Contract Documents, then retests are the responsibility of the Contractor, regardless of whether the original test was the Contractor's responsibility. Retesting of work revised or replaced by the Contractor is the Contractor's responsibility, where required tests were performed on original Work.

C. Responsibility for Associated Services: The Contractor is required to cooperate with the independent performing required inspections, tests and similar services. Provide such auxiliary services as are reasonably requested. Notify the testing agency sufficiently in advance of operations to permit assignment of personnel. These auxiliary services include but are not necessarily limited to the following:

Providing access to the work.
Taking samples or assistance with taking samples.
Delivery of Samples to test laboratories.
Delivery and protection of samples and test equipment at the project site.

D. Coordination: The Contractor and each independent agency engaged to perform inspections, tests and similar services for the project shall coordinate the sequence of their activities so as to accommodate required services with a minimum of delay in the progress of the Work. In addition, the Contractor and each independent testing agency shall coordinate their Work so as to avoid the necessity of removing and replacing Work to accommodate inspections and tests. The Contractor is responsible for scheduling times for inspections, tests, taking of samples and similar activities.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.01 REPAIR AND PROTECTION

A. Upon completion of inspection, testing, sample taking and similar services performed on the Work, repair damaged work and restore substrates and finishes to eliminate deficiencies, including deficiencies in the visual qualities of exposed finishes. Comply with the Contract Document requirements for "Cutting and Patching". Protect Work exposed by or for quality control service activities, and protect repaired work. Repair and protection is the Contractor's responsibility, regardless of the assignment of responsibility for inspection, testing or similar services.

END OF SECTION

SECTION 01500 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

This section specifies administrative and procedural requirements for temporary services and facilities, including such items as temporary utility services, temporary construction and support facilities, and project security and protection.

A. Use Charges: No cost or usage charges for temporary services or facilities are chargeable to the Owner or Engineer. Cost or use charges for temporary services or facilities will not be accepted as a basis of claims for a change-order extra.

B. Temporary utility services required for use at the project site include but are not limited to the following:

1. Water service and distribution.

2. Temporary electric power and light.

3. Telephone service.

4. Storm and sanitary sewer.

5. Provide adequate utility capacity at each stage of construction. Prior to availability of temporary utilities at the site, provide trucked-in services for start-up of construction operations.

6. Obtain and pay for temporary easements required to bring temporary utilities to the project site, where the Owner's permanent easement cannot be utilized for that purpose.

C. Temporary construction and support facilities required for the project include but are not limited to the following:

1. Temporary heat.

2. Field offices and storage sheds.

3. Temporary roads and paving.

4. Sanitary facilities, including drinking water.

5. Dewatering facilities and drains.

6. Temporary enclosures.

7. Project identification, bulletin boards and signs.

8. Waste disposal services.

9. Construction aids and miscellaneous general services and facilities.

10. Alternate temporary services and facilities, equivalent to those specified, may be used, subject to acceptance by the Engineer.

D. Security and protection facilities and services required for the project include but are not limited to the following:

1. Environmental protection.

2. Alternate security and protection methods or facilities, equivalent to those specified, may be used, subject to acceptance by the Engineer.

1.02 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division-1 Specification sections, apply to the Work of this Section.

1.03 PROPERTY PROTECTION

A. Care is to be exercised by the Contractor in all phases of construction, to prevent damage and/or injury to the Owner's and/or other property. Payments for the repair and restoration are limited as set forth in the "Conflict With or Damage to Existing Utilities Facilities" of the Supplementary General Conditions.

B. All exposed existing piping must be immediately supported to prevent damage. Prior to completion of each day's work, such piping must be adequately covered by the Contractor and approved by the Owner's representative.

C. The Contractor shall avoid unnecessary injury to trees and shall remove only those authorized to be removed by written consent of the Owner. Fences, gates, and terrain damaged or disarranged by the Contractor's forces shall be immediately restored in their original condition or better.

1.04 CONSTRUCTION WARNING SIGNS

A. The Contractor shall provide construction warning signs for each location where he is working in the state highway right-of-way or in City or County streets. He will further provide flagmen as required and shall abide by all Department of Highways safety rules, including size, type and placement of construction signs. All signs shall be of professional quality.

1.05 ACCESS ROADWAYS

A. The Contractor shall construct all access roadways needed during construction, and the planned access roadways for the completed project. The Contractor shall maintain access roadways continuously during the construction period.

B. The Contractor shall maintain all existing roadways within the project site which are used for any purpose by his construction operations. The degree and frequency of maintenance shall be adequate to keep existing roadways in a condition at least equal to

their condition prior to construction. Road maintenance shall include daily dust control and grading as necessary on all roads and sweeping of paved roads every other day.

1.06 RESPONSIBILITY FOR TRENCH SETTLEMENT

A. The Contractor shall be responsible for any settlement caused by the construction that occurs within one (1) year after the final acceptance of this Contract by the Owner. Repair of any damage caused by settlement shall meet the approval of the Owner.

1.07 WASTE DISPOSAL

A. The Contractor shall dispose of waste, including hazardous waste, off-site in accordance with all applicable laws and regulations.

1.08 CONTRACTOR'S TRAILERS AND MATERIAL STORAGE

A. The location of the Contractor's and Subcontractor's office and work trailers and parking areas on the project site shall be subject to the Owner's approval.

B. The location of the Contractor's and Subcontractor's material storage yards on the project site shall be subject to the Owner's approval.

1.09 QUALITY ASSURANCE

A. Regulations: Comply with requirements of local laws and regulations governing construction and local industry standards, in the installation and maintenance of temporary services and facilities, including but not limited to the following:

1. Obtain all permits as required by governing authorities.

2. Obtain and pay for temporary easements required across property other than that of Owner.

3. Comply with applicable codes.

In addition, comply with "Environmental Impact" commitments the Owner or previous Owners of the site may have made to secure approval to proceed with construction of the project.

B. Inspections: Inspect and test each service before placing temporary utilities in use. Arrange for required inspections and tests by governing authorities, and obtain required certifications and permits for use.

1.10 JOB CONDITIONS

A. General: Provide each temporary service and facility ready for use at each location when the service or facility is first needed to avoid delay in performance of the Work. Maintain, expand as required, and modify temporary services and facilities as needed throughout the progress of the Work. Do not remove until services or facilities are no longer needed, or are replaced by the authorized use of completed permanent facilities.

With the establishment of the job progress schedule, establish a schedule for the implementation and termination of service for each temporary utility. At the earliest feasible time, and when acceptable to the Owner and Engineer, change over from the use of temporary utility service to the use of the permanent service, to enable removal of the temporary utility and to eliminate possible interference with completion of the Work.

B. Conditions of Use: Operate temporary services and facilities in a safe and efficient manner. Do not overload temporary services or facilities, and do not permit them to interfere with the progress of the Work. Do not allow unsanitary conditions, public nuisances or hazardous conditions to develop or persist on the site.

1. Temporary Utilities: Do not permit the freezing of pipes, flooding or the contamination of water sources.

2. Temporary Construction and Support Facilities: Maintain temporary facilities in such a manner as to prevent discomfort to users. Take necessary fire prevention measures. Maintain temporary support facilities in a sanitary manner so as to avoid health problems and other deleterious effects.

3. Security and Protection: Maintain site security and protection facilities in a safe, lawful and publicly acceptable manner. Take necessary measures to prevent erosion of the site.

PART 2 - PRODUCTS

2.01 MATERIALS, EQUIPMENT AND SERVICES

A. General: Provide new materials and equipment for temporary services and facilities; used materials and equipment that are undamaged and in serviceable condition may be used, if acceptable to the Engineer. Provide only materials and equipment that are recognized as being suitable for the intended use, by compliance with appropriate standards.

B. Temporary Electricity:

1. Provide temporary electrical service for construction needs, power to all construction trailers, and for lighting and heating facilities, throughout construction period.

2. Service shall be adequate for construction use by all trades during construction period.

3. Contractor shall make all necessary arrangements with the power company to obtain this service. He shall furnish, erect, and maintain the service pole, wires, main switch, panelboards, outlets, lights and metering facilities as required by the power company and as necessary to provide electrical service throughout the construction site.

4. Contractor shall be responsible for payment of all monthly billing charges for temporary electric power. Contractor shall pay costs of equipment, materials, furnishing, installing, maintenance and removal of temporary electric service facilities.

5. Contractor shall pay costs of equipment, furnishing, installing, maintenance and removal of temporary service facilities.

6. Maintenance of temporary electric service shall be the sole responsibility of the General Contractor.

C. Temporary Lighting:

1. Furnish and install temporary lighting required for :

a. Construction needs.

b. Safe and adequate working conditions.

c. Public Safety.

d. Security lighting.

e. Temporary office and storage area lighting.

2. As each building is enclosed, temporary lighting shall be furnished to provide not less than 10 foot-candles in all areas.

3. Service Periods:

a. Security lighting: All hours of darkness.

b. Safety lighting:

c. Within construction area: All times that authorized personnel are present.

d. Public areas: At all times.

4. Costs of installation and operation: Contractor shall pay all installation, maintenance and removal costs of temporary lighting.

5. Maintenance of temporary lighting service (replacement of bulbs, etc.) shall be the sole responsibility of the General Contractor.

D. Temporary Heating and Ventilating

1. Furnish and install temporary heat and ventilation in enclosed areas throughout construction period required to:

a. Facilitate progress of work.

b. Protect work and products against dampness and cold.

c. Prevent moisture condensation on surfaces.

d. Provide suitable ambient temperatures and humidity levels for installation and curing of materials.

e. Provide adequate ventilation to meet health regulations for safe working environment.

f. Heat and ventilate temporary field offices for Contractor and for Engineer, and other storage and construction buildings.

g. Allow beneficial occupancy of project, or portion of project, prior to final completion, including air conditioning.

2. Temperatures required in buildings:

a. Generally, 24 hours a day: Minimum 40 degrees F. (4.5 degrees C.).

b. 24 hours a day during placing, setting and curing of cementitious materials: As required by specification section for each product.

c. 24 hours a day, seven (7) days prior to, and during, placing of interior finishes; woodwork, flooring, painting and finishing: As required by specification section for each product.

d. 24 hours a day after application of finishes, and until Substantial Completion: Minimum 70 degrees F. (21 degrees C.).

e. Storage areas: As required by Specification Section for each product.

3. Ventilation Required:

a. General: Prevent hazardous accumulations of dusts, fumes, mists, vapors or gases in areas occupied during construction.

b. Provide local exhaust ventilation to prevent harmful dispersal of hazardous substances into atmosphere of occupied areas.

c. Dispose of exhaust materials in a manner that will not result in harmful exposure to persons.

d. Ventilate storage spaces containing hazardous or volatile materials.

e. Provide adequate ventilation for:

(1) Curing installed materials.

(2) Dispersal of humidity.

(3) Ventilation of temporary sanitary facilities.

f. Duration of operation:

(1) At all times personnel occupies an area subject to hazardous accumulations of harmful elements.

(2) Continue operation of ventilation and exhaust system for time after cessation of work process to assure removal of harmful elements.

(3) For curing installed materials: As required by specification section for respective materials.

(4) For humidity dispersal: As needed to provide suitable ambient conditions for work.

4. Contractor shall pay costs of installation, operation, maintenance and removal of temporary heat and ventilation.

E. Temporary Telephone and Fax Service:

1. Furnish and install temporary telephone service for construction needs throughout construction periods.

2. Pay costs for temporary telephone service including installation, maintenance, and removal.

3. Pay service costs for all local telephone service.

4. Pay costs of toll charges related to construction of the Project.

5. Do not use Owner's existing telephone system.

F. Temporary Water:

1. Contractor shall make his own arrangements at his own expense for obtaining the water supply necessary for construction purposes.

2. Contractor shall pay costs of the furnishing, maintaining and removing all temporary water service equipment, fixtures, hose, piping, etc.

G. Protection and Security:

1. Provide barricades, lanterns and other such signs and signals as may be necessary to warn of the dangers in connection with open excavation and obstructions.

2. Provide an adequate and approved system to secure the project area at all times, especially during non-construction periods; General Contractor shall be solely responsible for taking proper security measures.

3. Contractor shall pay all costs for protection and security systems.

H. Sanitary Facilities:

The Contractor shall furnish, install and maintain ample sanitary facilities for the workmen. As the needs arise, enclosed temporary toilets, in sufficient number, shall be placed as directed by the Engineer. Permanent toilets installed under this Contract shall not be used during construction. Drinking water shall be provided from a proven safe source so piped or transported as to be kept clean and fresh and served from single service containers of satisfactory types.

I. Temporary Protection:

1. Temporary Enclosures:

Furnish and install temporary enclosures at doorways, windows and other openings in exterior walls, as necessitated by weather and other conditions, and when required for the progress of the Work. Temporary doors shall be substantially built and hung, equipped with proper hinges, locks and other necessary hardware and shall be removed and reset whenever required to accommodate the work of other trades requiring their removal. All enclosures shall be maintained in good repair and removed when no longer needed. Door and window frames and sills shall be protected as necessary to prevent damage to items during construction.

2. Temporary Covering:

Provide substantial temporary wood covering over all floor openings for ducts, shafts, equipment, etc., using rough planking at least two (2) inches thick, cleated together and made sufficiently strong and put in place wherever required.

3. Temporary Railing:

Temporary railing shall be provided on stairs and around wells, pits and other locations where needed, to prevent accidents or injury to persons.

J. Project Sign:

The Contractor shall provide sign(s), as detailed hereinafter, near the site of the work. The sign(s) shall set forth the description of the work and the names of the Owner, Engineer, and Contractor, and other information as required.

The sign shall be constructed of 3/4-inch thick APA A-B Exterior grade or marine plywood. Posts shall be 4" x 4" of fencing type material. Prime all wood with white primer.

The sign shall be maintained in good condition until completion of the project.

K. Contractor's Field Office:

Each Contractor shall establish and maintain a field office on his project and have available at the office a responsible representative who can officially receive instructions from the Engineer. The Contractor's Field Office shall be provided in accordance with Section 01520.

L. Resident Project Representative's Field Office:

The Contractor shall furnish and maintain a field office for the exclusive use of the Resident Project Representative at a location designated by the Engineer and shall be in accordance with the requirements of Section 01520.

PART 3 - EXECUTION

3.01 INSTALLATION, GENERAL

A. Use qualified tradesmen for installation of temporary services and facilities. Locate temporary services and facilities where they will serve the entire project adequately and result in minimum interference with the performance of the Work.

B. Relocate, modify and extend services and facilities as required during the course of work so as to accommodate the entire work of the Project.

3.02 REMOVAL

A. Completely remove temporary materials, equipment, and offices upon completion of construction.

B. Repair damage caused by installation, and restore to specified or original condition.

END OF SECTION

USE THIS SIGN FOR NONFUNDED PROJECTS.

Figure 1: Typical Project Sign

SECTION 01520 - FIELD OFFICES

PART 1 - GENERAL

1.01 CONTRACTOR'S FIELD OFFICE

A. The Contractor shall establish and maintain a field office on this project and have available at the office a responsible representative who can officially receive communications from the Owner and the Engineer. The Contractor shall have one complete, up-to-date set of Drawings, Specifications and Contract Documents (including all Addenda and Change Orders) in this office at all times, available for reference at any time. The office shall be provided with telephone service, toilet facilities, light, air conditioning and heat; the cost of which shall be borne by the Contractor. Notices, instructions, orders, directions or other communications from the Engineer, left at this office, shall be considered as received by the Contractor.

1.02 RESIDENT REPRESENTATIVE'S FIELD OFFICE

A. The Contractor shall establish and maintain a separate field office for the Resident Representative on this project. The office shall have a minimum of 300 square feet. The office shall be provided with telephone service, toilet facilities, lighting, air conditioning and heat; the cost of which shall be borne by the Contractor.

The Contractor shall provide:

1. One plan table approximately 3' x 6' with smooth top and appropriate swivel chair.
2. Two additional chairs.
3. Electric lights and outlets as directed.
4. One desk for general office use with appropriate chair.
5. One plan rack.
6. One four-drawer legal size metal filing cabinets with locks.
7. Private telephone with local service paid by the Contractor.
8. One trash can.
9. The Contractor shall have the office cleaned (swept, mopped, dusted, etc.) once per week.
10. Fax.
11. Computer and printer.

B. The Contractor shall provide a facsimile (Fax) machine including all costs for supplies and service for the duration of the project. The Fax machine may be on the same telephone line as the resident representative's phone, but must have a "delayed" answering switch.

C. The Contractor shall have the Engineer's field office set up and fully operational within two (2) weeks from the date of execution of the Contract.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION

SECTION 01631 - PRODUCTS AND SUBSTITUTIONS

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

A. General: Substitution of materials and/or equipment is defined in Paragraph 6.7.1 of the General Conditions and more fully hereinafter.

B. Definitions: Definitions used in this paragraph are not intended to negate the meaning of other terms used in the Contract Documents including such terms as "specialties", "systems", "structure", "finishes", "accessories", "furnishings", "special construction" and similar terms. Such terms are self-explanatory and have recognized meanings in the construction industry.

1. "Products" are items purchased for incorporation in the Work, regardless of whether they were specifically purchased for the project or taken from the Contractor's previously purchased stock. The term "product" as used herein includes the terms "material", "equipment", "system" and other terms of similar intent.

2. "Named Products" are products identified by use of the manufacturer's name for a product, including such items as a make or model designation, as recorded in published product literature, of the latest issue as of the date of the Contract Documents.

3. "Materials" are products that must be substantially cut, shaped, worked, mixed, finished, refined or otherwise fabricated, processed, or installed to form units of work.

4. "Equipment" is defined as a product with operational parts, regardless of whether motorized or manually operated, and in particular, a product that requires service connections such as wiring or piping.

C. Substitutions: The Contractor's requests for changes in the products, materials, equipment and methods of construction required by the Contract Documents are considered requests for "substitutions", and are subject to the requirements specified herein. The following are not considered as substitutions:

1. Revisions to the Contract Documents, where requested by the Owner, Engineer are considered as "changes" not substitutions.

2. Substitutions requested during the bidding period, which have been accepted prior to the Contract Date, are included in the Contract Documents and are not subject to the requirements for substitutions as herein specified.

3. Specified Contractor options on products and construction methods included in the Contract Documents are choices available to the Contractor and are not subject to the requirements for substitutions as herein specified.

4. Except as otherwise provided in the Contract Documents, the Contractor's determination of and compliance with governing regulations and orders as issued by governing authorities do not constitute "substitutions" and do not constitute a basis for change orders.

D. Standards: Refer to Division-1 section "Definitions and Standards" for applicability of industry standards to the products specified for the project, and for acronyms used in the text of the specification sections.

1.02 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification sections, apply to Work of this Section.

1.03 SUBMITTALS

The information required to be furnished for evaluation of product substitution will be as follows:

A. Performance capabilities, and materials and construction details will be evaluated based upon conformance with the Specifications. Products that do not conform with the Specification shall not be accepted.

B. Manufacturer's production and service capabilities, and evidence of proven reliability will be acceptable if the following is furnished.

1. Written evidence that the manufacturer has not less than (3) years experience in the design and manufacture of the substitute product.

2. Written evidence of at least one application, of a type and size similar to the proposed substitute product, in successful operation in a wastewater treatment plant for a period of at least one year.

3. In lieu of furnishing evidence of a manufacturer's Experience and successful operation of an application of the product to be substituted, the Contractor has the option of furnishing a cash deposit or bond which will guarantee replacement if the product the furnished does not satisfy the other requirements specified in this section. The amount of each deposit or bond will be subject to the approval.

C. Specific reference to characteristics either superior or inferior to specified requirements will be evaluated based on their net effect on the project. Products with any characteristics inferior to those specified will not be acceptable unless offset by characteristics that, in the opinion of the Engineer, will cause the overall effect of the product on the project to be at least equal to that of those specified.

1.04 QUALITY ASSURANCE

A. Source Limitations: To the fullest extent possible, provide products of the same generic kind, from a single source, for each unit of work.

B. Compatibility of Options: Compatibility of products is a basic requirement of product selection. When the Contractor is given the option of selecting between two or more products for use on the project, the product selected must be compatible with other products previously selected, even if the products previously selected were also Contractor options. The complete compatibility between the various choices available to the Contractor is not assured by the various requirements of the Contract Documents, but must be provided by the Contractor.

C. The detailed estimate of operating and maintenance costs will be evaluated based on comparison with similar data on the specified products. Proposed substitute products which have an operating and maintenance cost that, in the opinion of the Engineer, exceeds that of the specified products will not be considered equal and will not be acceptable.

1.05 PRODUCT DELIVERY, STORAGE, AND HANDLING

General: Deliver, store, and handle products in accordance with manufacturer's recommendations, using means and methods that will prevent damage, deterioration and loss, including theft. Control delivery schedules to minimize long-term storage at the site and to prevent overcrowding of construction spaces. In particular coordinate delivery and installation to ensure minimum holding or storage times for items known or recognized to be flammable, hazardous, easily dam aged, or sensitive to deterioration, theft and other sources of loss.

A. Deliver products to the site in the manufacturer's sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting and installing.

B. Store products at the site in a manner that will facilitate inspection and measurement of quantity or counting of units.

C. Store heavy materials away from the project structure in a manner that will not endanger the supporting construction.

PART 2 - PRODUCTS

2.01 GENERAL PRODUCT COMPLIANCE

A. General: Requirements for individual products are indicated in the Contract Documents; compliance with these requirements is in itself a Contract Requirement. These requirements may be specified in any one of several different specifying methods, or in any combination of these methods. These methods include the following:

1. Proprietary.

2. Descriptive.

3. Performance.

4. Compliance with Reference Standards.

Compliance with codes, compliance with graphic details, allowances, and similar provisions of the Contract Documents also have a bearing on the selection process.

B. Procedures for Selecting Products: Contractor's options in selecting products are limited by requirements of the Contract Documents and governing regulations. They are not controlled by industry traditions or procedures experienced by the Contractor on previous construction projects.

2.02 SUBSTITUTIONS

A. Conditions: Contractor's request for substitution will be received and considered when extensive revisions to the Contract Documents are not required, when the proposed changes are in keeping with the general intent of the Contract Documents, when the request are timely, fully documented and properly submitted, and when one or more of the following conditions is satisfied, all as judged by the Engineer; otherwise the requests will be returned without action except to record non-compliance with these requirements.

1. The Engineer will consider a request for substitution where the request is directly related to an "or equal" clause or similar language in the Contract Documents.

2. The Engineer will consider a request for substitution where the specified product or method cannot be provided within the Contract Time. However, the request will not be considered if the product or method cannot be provided as a result of the Contractor's failure to pursue the work promptly or to coordinate the various activities properly.

3. The Engineer will consider a request for substitution where the specified product or method cannot receive necessary approval by a governing authority, and the requested substitution can be approved.

4. The Engineer will consider a request for a substitution where a substantial advantage is offered the Owner, in terms of cost, time, energy conservation or other considerations of merit, after deducting offsetting responsibilities the Owner may be required to bear. These additional responsibilities may include such considerations as additional compensation to the Engineer for redesign and evaluation services, the increased cost of other work by the Owner or separate contractors, and similar considerations.

5. The Engineer will consider a request for substitution when the specified product or method cannot be provided in a manner which is compatible with other materials of the work, and where the Contractor certifies that the substitution will overcome the incompatibility.

6. The Engineer will consider a request for substitution when the specified product or method cannot be properly coordinated with other materials in the work, and where the Contractor certifies that the proposed substitution can be properly coordinated.

7. The Engineer will consider a request for substitution when the specified product or method cannot receive a warranty as required by the Contract Documents and where the Contractor certifies that the proposed substitution receive the required warranty.

8. The Contractor shall reimburse the Owner any costs for review by the Engineer of proposed product substitutions which require major design changes, as determined by the Owner, to related of adjacent work made necessary by the proposed substitutions.

B. Work-Related Submittals: Contractor's submittal of and the Engineer's acceptance of shop drawings, product data or samples which relate to work not complying with requirements of the Contract Documents, does not constitute an acceptable or valid request for a substitution, nor approval thereof.

2.03 GENERAL PRODUCT REQUIREMENTS

A. General: Provide products that comply with the requirements of the Contract Documents and that are undamaged and, unless otherwise indicated, unused at the time of installation. Provide products that are complete with all accessories, trim, finish, safety guards and other devices and details needed for a complete installation and for the intended use and effect.

1. Standard Products: Where they are available, provide standard products of types that have been produced and used successfully in similar situations on other projects.

2. Continued Availability: Where, because of the nature of its application, the Owner is likely to need replacement parts or additional amounts of a product at a later date,
either for maintenance and repair or replacement, provide standard, domestically produced products for which the manufacturer has published assurances that the products and its parts are likely to be available to the Owner at a later date.

B. Nameplates: Except as otherwise indicated for required labels and operating data, do not permanently attach or imprint manufacturer's or producer's nameplates or trademarks on exposed surfaces of products which will be exposed to view either in occupied spaces or on the exterior of the completed project.

1. Labels: Locate required product labels and stamps on a concealed surface or, where required for observation after installation, on an accessible surface which, in occupied spaces, is not conspicuous.

2. Equipment Nameplates: Provide permanent nameplate on each item of service-connected or power operated equipment. Locate the nameplate on an easily accessible surface which is inconspicuous in occupied spaces. The nameplate shall contain the following information and other essential operating data.

a. Name of manufacturer

b. Name of product

c. Model number

d. Serial number

e. Capacity

f. Speed

g. Ratings

PART 3 - EXECUTION

3.01 INSTALLATION OF PRODUCTS

A. General: Except as otherwise indicated in individual sections of these Specifications, comply with the manufacturer's instructions and recommendations for installation of the products in the applications indicated. Anchor each product securely in place, accurately located and aligned with other work. Clean exposed surfaces and protect surfaces as necessary to ensure freedom from damage and deterioration at Time of Acceptance.

END OF SECTION

SECTION 01731 - CUTTING AND PATCHING

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

A. Definition: "Cutting and patching" includes cutting into existing construction to provide for the installation or performance of other Work and subsequent fitting and patching required to restore surfaces to their original condition.

B. Cutting and patching" is performed for coordination of the work, to uncover work for access or inspection, to obtain samples for testing, to permit alterations to be performed or for other similar purposes upon written instructions of the Engineer.

C. Cutting and patching is performed during the manufacture of products, or during the initial fabrication. Erection or installation processes are not considered to be "cutting and patching" under this definition. Drilling of holes to install fasteners and similar operations are also not considered to be "cutting and patching".

D. "Cutting and Patching" includes removal and replacement of Work not conforming to requirements of the Contract Documents, removal and replacement of defective Work, and uncovering Work to provide for installation of ill-timed Work.

E. No Work shall be endangered by cutting or altering Work or any part of it.

1.02 RELATED DOCUMENTS

A. Drawing and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification sections, apply to Work of this Section.

1.03 SUBMITTALS

A. Prior to cutting which affects structural safety of Project, submit written notice to the Engineer, requesting consent to proceed with cutting, including:

1. Identification of Project.

2. Description of affected work.

3. Necessity for cutting.

4. Effect on structural integrity of Project.

5. Description of proposed work. Designate:

   a. Scope of cutting and patching.

   b. Trades to execute work.

   c. Products proposed to be used.

3.04 CLEANING

A. Thoroughly clean areas and spaces where Work is performed or used as access to work. Remove completely point, mortar, oils, putty and items of similar nature. Thoroughly clean piping, conduit and similar features before painting or other finishing is applied. Restore damaged pipe covering to its original condition.

END OF SECTION

SECTION 01740 - CLEANING

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

A. Maintain premises free from accumulations of waste, debris, and rubbish.

B. At completion of work, remove waste materials, rubbish, tools, equipment, machinery and surplus materials, and clean all exposed surfaces. Leave project clean and ready for occupancy.

1.02 RELATED DOCUMENTS

A. Cutting and Patching: Section 01731.

B. Project Closeout: Section 01770.

C. Cleaning for Specific Products of Work: Specification Section for that work.

1.03 SAFETY REQUIREMENTS

A. Hazards Control:

1. Store volatile wastes in covered metal containers, and remove from premises daily.

2. Prevent accumulation of wastes which create hazardous conditions.

3. Provide adequate ventilation during use of violative noxious substances.

B. Conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws.

1. Do not burn or bury rubbish and waste materials on project site.

2. Do not dispose of volatile wastes such as mineral spirits, oil, or paint thinner in storm or sanitary drains.

3. Do not dispose of wastes into streams or waterways.

PART 2 - PRODUCTS

2.01 MATERIALS

A. Use only cleaning materials recommended by manufacturer of surface to be cleaned.

B. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

PART 3 - EXECUTION

3.01 DURING CONSTRUCTION

A. Execute cleaning to ensure that building, grounds, and public properties are maintained free from accumulations of waste materials and rubbish.

B. Wet down dry materials and rubbish to lay dust and prevent blowing dust.

C. At reasonable intervals during progress of work, clean site and public properties, and dispose of waste materials, debris and rubbish.

D. Provide on-site containers for collection of waste materials, debris and rubbish.

E. Remove waste materials, debris and rubbish from site and legally dispose of at public or private dumping areas off Owner's property.

F. Handle materials in a controlled manner with as few handlings as possible; do not drop or throw materials from heights.

G. Schedule cleaning operations so that dust and other contaminants resulting from cleaning process will not fall on wet, newly painted surfaces.

3.02 FINAL CLEANING

A. Employ experienced workmen, or professional cleaners, for final cleaning.

B. In preparation for substantial completion or occupancy, conduct final inspection of sight-exposed interior and exterior surfaces, and of concealed spaces.

C. Remove grease, dust, dirt, stains, labels, fingerprints, and other foreign materials, from sight-exposed interior or exterior finished surfaces; polish surfaces so designated to shine finish.

D. Repair, patch and touch up marred surfaces to specified finish, to match adjacent surfaces.

E. Broom clean paved surfaces; rake clean other surfaces of grounds.

F. Maintain cleaning until project, or portion thereof, is occupied by Owner.

END OF SECTION

SECTION 01770 - PROJECT CLOSEOUT

PART 1 - GENERAL

1.01 RELATED REQUIREMENTS SPECIFIED ELSEWHERE

A. Liquidated Damages: Supplemental General Conditions

B. Cleaning: Section 01740.

C. Project Record Documents: Section 01785.

1.02 SUBSTANTIAL COMPLETION

A. In order to initiate project closeout procedures, the Contractor shall submit the following:

1. Written certification to Engineer that project is Substantially Complete.

2. List of major items to be completed or corrected.

B. Engineer will make an inspection within seven (7) days after receipt of certification, together with Owner's Representative.

C. Should Engineer consider that work is Substantially Complete:

1. Contractor shall prepare, and submit to Engineer, a list of items to be completed or corrected, as determined by the inspection.

2. Engineer will prepare and issue a Certificate of Substantial Completion, containing:

a. Date of Substantial Completion.

b. Contractor's list of items to be completed or corrected, verified and amended by Engineer.

c. The time within which Contractor shall complete or correct work of listed items.

d. Time and date Owner will assume possession of work or designated portion thereof.

e. Responsibilities of Owner and Contractor for:

(1) Insurance

(2) Utilities

(3) Operation of Mechanical, Electrical, and Other Systems.

(4) Maintenance and Cleaning.

(5) Security.

f. Signatures of:

(1) Engineer

(2) Contractor

(3) Owner

3. Owner occupancy of Project or Designated Portion of Project:

a. Contractor shall:

(1) Obtain certificate of occupancy.

(2) Perform final cleaning in accordance with Section 01740.

b. Owner will occupy Project, under provisions stated in Certificates of Substantial Completion.

4. Contractor: Complete work listed for completion or correction, within designated time.

D. Should Engineer consider that work is not Substantially Complete:

1. He shall immediately notify Contractor, in writing, stating reasons.

2. Contractor: Complete work, and send second written Engineer, certifying that Project, or designated portion of Project is substantially complete.

3. Engineer will reinspect work.

E. Should Engineer consider that work is still not finally complete:

1. He shall notify Contractor, in writing, stating reasons.

2. Contractor shall take immediate steps to remedy the stated deficiencies, and send third written notice to the Engineer certifying that the work is complete.

3. Engineer and Owner will reinspect work at Contractor's expense.

1.03 FINAL INSPECTION

A. Contractor shall submit written certification that:

1. Contract Documents have been reviewed.

2. Project has been inspected for compliance with Contract Documents.

3. Work has been completed in accordance with Contract Documents.

4. Equipment and systems have been tested in presence of Owner's Representative and are operational.

5. Project is completed, and ready for final inspection.

B. Engineer will make final inspection within seven (7) days after receipt of certification.

C. Should Engineer consider that work is finally complete in accordance with requirements of Contract Documents, he shall request Contractor to make Project Closeout submittals.

D. Should Engineer consider that work is not finally complete:

1. He shall notify Contractor in writing, stating reasons.

2. Contractor shall take immediate steps to remedy the stated deficiencies, and send second written notice to Engineer certifying that work is complete.

3. Engineer will reinspect work.

1.04 CLOSEOUT SUBMITTALS

A. Project Record Documents: To requirements of Section 01785.

B. Guarantees, Warranties and Bonds: To requirements of particular technical Specifications and Section 01782.

1.05 INSTRUCTION

A. Instruct Owner's personnel in operation of all systems, mechanical, electrical, and other equipment.

1.06 FINAL APPLICATION FOR PAYMENT

A. Contractor shall submit final applications in accordance with requirements of General Conditions.

1.07 FINAL CERTIFICATE FOR PAYMENT

A. Engineer will issue final certificate in accordance with provisions of general conditions.

B. Should final completion be materially delayed through no fault of Contractor, Engineer may issue a Semi-Final Certificate for Payment.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION

SECTION 01780 – OPERATIONS AND MAINTENANCE MANUALS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. Compile product data and related information appropriate for Owner's maintenance and operation of equipment furnished under the Contract. Prepare operating and maintenance data as specified.

B. In addition to maintenance and operations data, the manufacturer's printed recommended installation practice shall also be included. If not part of the operations and maintenance manual, separate written installation instructions shall be provided, serving to assist the Contractor in equipment installation.

C. Related requirements specified elsewhere:

1. Shop Drawings, Product Data and Samples: Section 01340.

2. Project Closeout: Section 01770.

3. Project Record Documents: Section 01785.

4. Warranties and Bonds: Section 01782.

1.02 FORM OF SUBMITTALS

A. Prepare data in the form of an instructional manual for use by Owner's personnel.

B. Format:

1. Size: 8-1/2 in. x 11 in.

2. Paper: 20 pound minimum, white, for typed pages.

3. Text: Manufacturer's printed data, or neatly typewritten.

4. Photo copies must be clear and legible.

5. Drawings:

a. Provide reinforced punched binder tab, bind in with text.

b. Fold large drawings to the size of the text pages where feasible.

c. For flow or piping diagrams that cannot be detailed on the standard size drawings, a larger, appropriate size drawing may be submitted and supplied in a properly marked map packet.

6. Provide fly-leaf for each separate product, or each piece of operating equipment.

   a. Provide typed description of product, and major component parts of equipment.

   b. Provide indexed tabs.

7. Cover: Identify each volume with types or printed title "OPERATING AND MAINTENANCE INSTRUCTIONS". List:

   a. Title of Project.

   b. Identity of separate structure as applicable.

   c. Identity of general subject matter covered in the manual.

C. Binders:

1. Commercial quality, durable and cleanable, 3-hole, 3" or 4" D-ring binders, with oil and moisture resistant hard covers.

2. When multiple binders are used, correlate the data into related consistent grouping.

3. Imprinted on the front cover and side of each binder shall be the name of the Plant, the Contract Number and Volume Number.

4. Binders shall be new and not recycled form a prior data manual.

1.03 SUBMITTAL SCHEDULE

A. Submit one (1) copy of preliminary draft of proposed formats and outlines of contents prior to operation of equipment.

1. Engineer will review draft and return with comments.

B. Submit one (1) copy of completed data for final review:

1. Prior to the completion of the Contract and before payment in excess of 90% of the total Contract amount is authorized.

C. Provide two (2) copies of approved completed O & M Manual in final form ten (10) days prior to final inspection or acceptance to the Owner.

1.04 QUALITY ASSURANCE

A. Preparation of data shall be done by personnel:

1. Trained and experienced in maintenance and operation of the described products.

2. Completely familiar with requirements of this Section.

3. Skilled as a technical writer to the extent required to communicate essential data.

4. Skilled as a draftsman competent to prepare required drawings.

1.05 CONTENTS OF MANUAL

A. Each item of equipment shall be placed in a logical sequential order, as listed or ordered in the Contract Documents.

B. Content, for each unit of equipment and system, as appropriate:

1. Detailed description of the process and operation procedures as applicable.

2. Instructions for all components of the equipment whether manufactured by the supplier or not, including valves, controllers and other miscellaneous components.

3. Description of unit and component parts.

a. Function, normal operating characteristics, and limiting conditions.

b. Performance curves, engineering data and tests.

c. Complete nomenclature and commercial number of all replaceable parts.

d. Exploded and/or sectional drawing views.

e. Equipment model number.

4. Operating procedures:

a. Start-up, break-in, routine and normal operating instructions.

b. Regulation, control, stopping, shutdown and emergency instructions.

c. Summer and winter operating instructions.

d. Special operating instructions.

5. Maintenance Procedures:

a. Routine operations.

b. Guide to "trouble-shooting".

c. Disassembly, repair and reassembly.

d. Alignment, adjusting and checking.

e. Preventative maintenance schedule.

f. Recommended spare parts list and quantities.

g. Equipment parts list.

h. Local service center.

6. Servicing and Lubrication schedule.

a. List of lubricants required.

b. Lubrication procedures.

c. Lubrication schedule.

7. Internal and external wiring and piping diagrams numbered to correspond to the installation.

8. Description of sequence of operation by control supplier.

9. Original manufacturer's parts list, illustrations, assembly drawings and diagrams required for maintenance.

a. Predicted life of parts subject to wear.

10. As-installed control diagrams by controls supplier.

11. Each Contractor's coordination drawings.

a. As-installed color coded piping diagrams.

12. Charts of valve tag numbers, with the location and function of each valve.

13. Other data as required under pertinent sections of Specifications.

C. Content, for each electrical system, as appropriate:

1. Description of system and component parts.

a. Function, normal operating characteristics, and limiting conditions.

b. Performance curves, engineering data and tests.

c. Complete nomenclature and commercial number of replacement parts.

2. Circuit directories of panel boards.

a. Electrical service.

b. Controls.

c. Communications.

3. As-installed color-coded wiring diagrams.

4. Operating procedures:

   a. Routine and normal operating instructions.

   b. Sequences required.

   c. Special operating instructions.

5. Maintenance procedures:

   a. Routine operations.

   b. Guide to "trouble-shooting".

   c. Disassembly, repair and reassembly.

   d. Adjustment and checking.

6. Manufacturer's printed operating and maintenance instructions.

7. List of original manufacturer's recommended spare parts, manufacturer's current prices, and recommended quantities to be maintained in storage.

8. Other data as required under pertinent sections of Specifications.

D. Prepare and include additional data when the need for such data becomes apparent during instruction of Owner's personnel.

E. Additional requirements for operating and maintenance data: The respective section of Specifications.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION

SECTION 01782 - WARRANTIES AND BONDS

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

A. Compile specified warranties and bonds.

B. Compile specified service and maintenance contracts.

C. Co-execute submittals when so specified.

D. Review submittals to verify compliance with Contract Documents.

E. Submit to Engineer for review and transmittal to Owner.

1.02 RELATED DOCUMENTS

A. Bid Bond: Instructions to Bidders.

B. Performance and Payment Bonds: General Conditions and Supplemental General Conditions.

C. Guaranty: General Conditions and Supplemental General Conditions.

D. General Warranty of Construction: General Conditions.

E. Project Closeout: Section 01770.

F. Warranties and Bonds required for specific products: As listed herein.

G. Provisions of Warranties and Bonds, Duration: Respective specification sections for particular products.

1.03 SUBMITTALS REQUIREMENTS

A. Assemble warranties, bonds and service and maintenance contracts, executed by each of the respective manufacturers, suppliers and subcontractors.

B. Furnish two (2) original signed copies.

C. Table of Contents: Neatly typed, in orderly sequence. Provide complete information for each item.

1. Product, equipment or work item.

2. Firm name, address and telephone number.

3. Scope

4. Date of beginning of warranty, bond or service and maintenance contract.

5. Duration of warranty, bond or service and maintenance contract.

6. Provide information for Owner's personnel:

   a. Proper procedure in case of failure.

   b. Instances which might affect the validity of warranty or bond.

7. Contractor name, address and telephone number.

1.04 FORM OF SUBMITTALS

A. Prepare in duplicate packets.

B. Format:

1. Size 8-1/2 in. x 11 in., punch sheets for 3-ring binder.

   a. Fold larger sheets to fit into binders.

2. Cover: Identify each packet with typed or printed title "WARRANTIES AND BONDS." List:

   a. Title of Project

   b. Name of Contractor

C. Binders: Commercial quality, three-ring, with durable and cleanable plastic covers.

1.05 TIME OF SUBMITTALS

A. For equipment or component parts of equipment put into service during progress of construction:

1. Submit documents within 10 days after inspection and acceptance.

B. Otherwise make submittals within 10 days after date of substantial completion, prior to final request for payment.

C. For items of work, where acceptance is delayed materially beyond the Date of Substantial Completion, provide updated submittal within 10 days after acceptance, listing the date of acceptance as the start of the warranty period.

1.06 SUBMITTALS REQUIRED

A. Submit warranties, bonds, service and maintenance contracts as specified in the respective sections of the Specifications.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION

SECTION 01785 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.01 MAINTENANCE OF DOCUMENTS

A. Maintain at job site, one copy of:

1. Contract Drawings
2. Specifications
3. Addenda
4. Reviewed Shop Drawings
5. Change Orders
6. Other Modifications to Contract

B. Store documents in approved location, apart from documents used for construction.

C. Provide files and racks for storage of documents.

D. Maintain documents in clean, dry, legible condition.

E. Do not use record documents for construction purposes.

F. Make documents available at all times for inspection by Engineer and Owner.

1.02 RELATED WORK SPECIFIED ELSEWHERE

A. Shop Drawings, Product Data, and Samples: Section 01340.

1.03 MARKING DEVICES

A. Provide colored pencil or felt-tip marking pen for all marking.

1.04 RECORDING

A. Label each document "PROJECT RECORD" in 2-inch high printed letters.

B. Keep record documents current.

C. Do not permanently conceal any work until required information has been recorded.

D. Contract Drawings: Legibly mark to record actual construction:

1. Horizontal and vertical location of underground utilities and appurtenances referenced to permanent surface improvements.

2. Location of internal utilities and appurtenances concealed in construction referenced to visible and accessible features of structure.

3. Field changes of dimension and detail.

4. Changes made by Change Order or Field Order.

5. Details not on original Contract Drawings.

E. Specifications and Addenda: Legibly mark up each section to record:

1. Manufacturer, trade name, catalog number, and supplier of each product and item of equipment actually installed.

2. Changes made by Change Order or Field Order.

3. Other matters not originally specified.

F. Shop Drawings: Maintain as record documents; legibly annotate shop drawings to record changes made after review.

1.05 SUBMITTALS

A. At completion of project, deliver record documents to Engineer.

B. Accompany submittal with transmittal letter, in duplicate, containing:

1. Date.

2. Project Title and Number.

3. Contractor's Name and Address.

4. Title and Number of each Record Document.

5. Certification that each Document as Submitted is Complete and Accurate.

6. Signature of Contractor, or His Authorized Representative.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION

DIVISION 2

SITE WORK

SECTION 02220 - DEMOLITION & SALVAGE

PART 1 - GENERAL

1.01 SCOPE OF WORK

A. Provide all labor, materials, equipment and services required for demolition as shown on the Drawings and specified herein.

1.02 RELATED WORK SPECIFIED ELSEWHERE

A. Earthwork: Section 02300

1.03 PROCEDURE

A. The procedures proposed for the accomplishment of salvage and demolition work shall be submitted for review. The procedures shall provide for safe conduct of the work, careful removal and disposition of materials specified to be salvaged, protection of property which is to remain undisturbed, coordination with other work in progress and timely disconnection of utility services. The procedures shall include a detailed description of the methods and equipment to be used for each operation, and the sequence of operations.

B. It is the responsibility of the Contractor to visit the site to familiarize himself with the amount of Work that is included under this Section.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.01 DUST CONTROL

A. The amount of dust resulting from the demolition shall be controlled to prevent the spread of dust to occupied portions of the plant and to avoid creation of a nuisance in the surrounding area. Use of water will not be permitted when it will result in, or create, hazardous or objectionable conditions such as ice, flooding and pollution.

3.02 DISCONNECTION OF UTILITY SERVICES

A. Utilities shall be disconnected at the points indicated by the Owner or Engineer and left in a safe condition.

3.03 BURNING

A. The use of burning at the project site for the disposal of refuse and debris will not be permitted, unless authorized in writing by the Owner.

3.04 PROTECTION OF EXISTING WORK

A. Existing work to remain shall be protected from damage. Work damaged by the Contractor shall be repaired to match existing work.

3.05 BACKFILL OF STRUCTURES

A. The portion of the demolished structures remaining below grade shall be backfilled with concrete, masonry, etc., from the demolition or any backfill material which is acceptable to the Engineer. The top two (2) feet of the backfill shall be made up of topsoil and graded to match the existing ground. It shall be free of any of the demolition material. The entire backfill shall be compacted in such a manner as to prevent settlement.

B. It is the responsibility of the Contractor to dispose of all excess demolition material from the site as soon as practicable.

3.06 SALVAGE MATERIAL

A. All equipment, pumps, controls, valves, piping, etc., is the property of the Owner and care shall be taken in its removal so not to damage it in any way. Such salvage material shall be removed and delivered to the Owner to a site designated by him. The Owner has the right to refuse any salvage material, and in such cases it is the responsibility of the Contractor to dispose of the unwanted material.

END OF SECTION

SECTION 02240 - DEWATERING

PART 1 - GENERAL

1.01 SCOPE OF WORK

A. Furnish all labor and equipment required to dewater all excavations.

B. Dewatering of all excavations shall be the responsibility of the Contractor, and no additional compensation will be allowed for same unless specifically included as a bid item.

1.02 RELATED WORK SPECIFIED ELSEWHERE

A. Earthwork is included in Section 02300.

B. Erosion and sedimentation control is included in Section 02371.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.01 GENERAL

A. Dewatering equipment shall be of adequate size and quantity to assure maintaining proper conditions for installing pipe, concrete, backfill or other material or structure in the excavation.

B. Dewatering shall include proper removal of any and all liquid, regardless of its source, from the excavation and the use of all practical means available to prevent surface runoff from entering any excavation.

C. The site shall be kept free of surface water at all times. The Contractor shall install drainage ditches, dikes and shall perform all pumping and other work necessary to divert or remove rainfall and all other accumulations of surface water from the excavations. The diversion and removal of surface water shall be performed in a manner that will prevent flooding and/or damage to other locations within the construction area where it may be detrimental. The Contractor shall provide, install and operate sufficient trenches, sumps, pumps, hose piping, well points, deep wells, etc., necessary to depress and maintain the ground water level at least two (2) feet below the base of the excavation during all stages of construction operations. The ground water table shall be lowered in advance of excavation and maintained a minimum of two (2) feet below the lowest excavation subgrade made until the structure has sufficient strength and weight to withstand horizontal and vertical soil and water pressures from natural ground water.

D. No liquid from the excavated area shall be discharged into the sanitary sewer system.

END OF SECTION

SECTION 02260 - EXCAVATION SUPPORT AND PROTECTION

PART 1 - GENERAL

1.01 SCOPE OF WORK

A. This Section includes, but is not limited to, the following:

1. Shoring and bracing necessary to protect existing buildings, streets, walkways, utilities, and other improvements and excavation against loss of ground or caving embankments.

2. Maintenance of shoring and bracing.

3. Removal of shoring and bracing, as required.

B. Types of shoring and bracing systems include, but are not limited to, the following:

1. Steel H-section (soldier) piles.

2. Timber lagging.

3. Steel sheet piles.

4. Portable Steel Trench Box.

C. Building excavation is specified in another Division 2 Section.

1.02 RELATED DOCUMENTS

Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.03 SUBMITTALS

A. General: Submit the following in accordance with Conditions of Contract and Division 1 Specification Section 01340.

B. Layout drawings for excavation support system and other data prepared by, or under the supervision of, a qualified professional engineer. System design and calculations must be acceptable to local authorities having jurisdiction.

1.04 QUALITY ASSURANCE

A. Engineer Qualifications: A professional engineer legally authorized to practice in jurisdiction where Project is located, and experienced in providing successful engineering services for excavation support systems similar in extent required for this Project.

B. Supervision: Engage and assign supervision of excavation support system to a qualified professional engineer foundation consultant.

1. Submit name of engaged consultant and qualifying technical experience.

C. Regulations: Comply with codes and ordinances of governing authorities having jurisdiction.

1.05 JOB CONDITIONS

A. Before starting work, verify governing dimensions and elevations. Verify condition of adjoining properties. Take photographs to record any existing settlement or cracking of structures, pavements, and other improvements. Prepare a list of such damages, verified by dated photographs, and signed by Contractor and others conducting investigation.

B. Survey adjacent structures and improvements, employing qualified professional engineer, establishing exact elevations at fixed points to act as benchmarks. Clearly identify benchmarks and record existing elevations.

C. During excavation, resurvey benchmarks weekly, maintaining accurate log of surveyed elevations for comparison with original elevations. Promptly notify Engineer if changes in elevations occur or if cracks, sags, or other damage is evident.

1.06 EXISTING UTILITIES

A. Protect existing active sewer, water, gas, electricity and other utility services and structures.

B. Notify municipal agencies and service utility companies having jurisdiction. Comply with requirements of governing authorities and agencies for protection, relocation, removal, and discontinuing of services.

PART 2 - PRODUCTS

2.01 MATERIALS

A. General: Provide adequate shoring and bracing materials which will support loads imposed. Materials need not be new, but should be in serviceable condition.

B. Structural Steel: ASTM A 36.

C. Steel Sheet Piles: ASTM A 328.

D. Timber Lagging: Any species, rough-cut, mixed hardwood, nominal 3 inches thick, unless otherwise indicated.

E. Portable Steel Trench Box shall be OSHA approved.

PART 3 - EXECUTION

3.01 SHORING

A. Wherever shoring is required, locate the system to clear permanent construction and to permit forming and finishing of concrete surfaces. Provide shoring system adequately anchored and braced to resist earth and hydrostatic pressures.

B. Shoring systems retaining earth on which the support or stability of existing structures is dependent must be left in place at completion of work.

3.02 BRACING

A. Locate bracing to clear columns, floor framing construction, and other permanent work. If necessary to move a brace, install new bracing prior to removal of original brace.

B. Do not place bracing where it will be cast into or included in permanent concrete work, except as otherwise acceptable to Engineer.

C. Install internal bracing, if required, to prevent spreading or distortion of braced frames.

D. Maintain bracing until structural elements are supported by other bracing or until permanent construction is able to withstand lateral earth and hydrostatic pressures.

E. Remove sheeting, shoring, and bracing in stages to avoid disturbance to underlying soils and damage to structures, pavements, facilities, and utilities.

F. Repair or replace, as acceptable to Engineer, adjacent work damaged or displaced through installation or removal of shoring and bracing work.

END OF SECTION

SECTION 02300 - EARTHWORK

PART 1 - GENERAL

1.01 SCOPE OF WORK

A. Provide all materials, labor, equipment and services necessary to do all clearing and grubbing, excavation, backfilling, providing of additional fill material and topsoil, control of surface drainage and ground water, finished site grading and erosion control required to construct the work as shown.

1.02 RELATED WORK SPECIFIED ELSEWHERE

A. State and local code requirements shall control the disposal of trees and shrubs.

B. All burning shall be controlled by applicable local regulations.

C. EXCAVATION SUPPORT AND PROTECTION – Section 02260

D. EROSION AND SEDIMENTATION CONTROL – Section 02371

1.03 JOB CONDITIONS

A. Weather: Earthwork operations shall be suspended at any time when satisfactory results cannot be obtained on account of rain, snow, ice, drought or other adverse weather conditions.

B. Existing Utilities: Prior to commencement of work, the Contractor shall locate existing underground utilities in areas of the work. If utilities are to remain in place, provide adequate means of protection during earthwork operations.

C. Use of Explosives: The Contractor (or any of his Subcontractors) shall not bring explosives onto site or use in work without prior written permission from the Owner. All activities involving explosives shall be in compliance with the rules and regulations of the State Department of Mines, and Minerals, Division of Explosives and Blasting. Contractor is solely responsible for handling, storage, and use of explosive materials when their use is permitted.

D. Protection of Persons and Property:

1. Barricade open excavations occurring as part of this work and post with warning lights.

   a. Operate warning lights as recommended by authorities having jurisdiction.

   b. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.

E. Dust Control: Use all means necessary to control dust on or near the project site where such dust is caused by the Contractor's operations or directly results from conditions left by the Contractor.

PART 2 - PRODUCTS

2.01 SOIL MATERIALS

A. Definitions:

1. Satisfactory soil materials are defined as those complying with ASTM D2487 soil classification groups GW, GP, GM, SM, SW, SP, GC, SC, ML, and CL.

2. Unsatisfactory soil materials are defined as those complying with ASTM D2487 soil classification groups MH, CH, OL, OH and PT. The Contractor shall notify the Engineer if these soil materials are encountered.

3. Subbase Material: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, crushed slag, natural or crushed sand.

4. Drainage Fill: Washed, evenly graded mixture of crushed stone, or uncrushed gravel, with 100 percent passing a 1 - 2 inch sieve and not more than 5 percent passing a no. 4 sieve.

5. Backfill and Fill Materials: Satisfactory soil materials free of debris, waste, frozen materials, vegetable, and other deleterious matter.

PART 3 - EXECUTION

3.01 CLEARING AND GRUBBING

A. Work shall consist of cutting and removing designated trees, stumps, brush, logs, removal of fences, or other loose and projecting material. Unless otherwise specified, it shall also include the grubbing of stumps, roots, and other natural obstructions which, in the opinion of the Engineer, must be removed to execute properly the construction work and operate properly the facility upon the completion of construction.

B. Trees, bushes, and all natural vegetation shall only be removed with the approval of the Engineer. No cleared or grubbed materials shall be used in backfills or embankment fills. All stumps, roots, and other objectionable material shall be grubbed up so that no roots larger than 3 inches in diameter remain less than 18 inches below the ground surface. All holes and depressions left by grubbing operations shall be filled with suitable material and compacted to grade, as recommended in Paragraph 3.06.

C. Disposal shall be by burning or other methods satisfactory to the Engineer; however, burning will be permitted only when the Contractor has obtained written permission from the local regulatory agency and the Owner.

D. The Contractor shall also remove from the site and satisfactorily dispose of all miscellaneous rubbish including, but not limited to, masonry, scrap metal, rock,

pavement, etc., that is under the fill or to be removed as shown on the Drawings, specified herein, or directed by the Engineer.

E. Existing improvements, adjacent property, utility and other facilities, and trees, plants, and brush that are not to be removed shall be protected from injury or damage resulting from the Contractor's operations.

F. Trees and shrubs, designated to remain or that are beyond the clearing and grubbing limit, which are injured or damaged during construction operations shall be treated or replaced at the Contractor's expense by experienced tree surgery personnel.

3.02 EROSION CONTROL

A. Temporary measures shall be applied throughout the construction period to control and to minimize siltation to adjacent properties and waterways. Such measures shall include, but not be limited to, the use of berms, silt barriers, gravel or crushed stone, mulch, slope drains and other methods.

B. These temporary measures shall be applied to erodible material exposed by any activity associated with the construction of this project.

C. Refer to Section 02371, Erosion and Sedimentation Control for requirements.

3.03 EXCAVATION

A. Excavation of every description and of whatever substances encountered within the grading limits of the project shall be performed to the lines and grades indicated on the Drawings. All excavation shall be performed in the manner and sequence as required for the work.

B. All excavated materials that meet the requirements for fill, subgrades or backfill shall be stockpiled within the site for use as fill or backfill, or for providing the final site grades. Where practicable, suitable excavated material shall be transported directly to any place in the fill areas within the limits of the work. All excavated materials that are not suitable for fill, and any surplus of excavated material that is not required for fill shall be disposed of by the Contractor.

C. The site shall be kept free of surface water at all times. The Contractor shall install drainage ditches, dikes and shall perform all pumping and other work necessary to divert or remove rainfall and all other accumulations of surface water from the excavations. The diversion and removal of surface water shall be performed in a manner that will prevent flooding and/or damage to other locations within the construction area where it may be detrimental. The Contractor shall provide, install and operate sufficient trenches, sumps, pumps, hose piping, well points, deep wells, etc., necessary to depress and maintain the ground water level at least two (2) feet below the base of the excavation during all stages of construction operations. The ground water table shall be lowered in advance of excavation and maintained a minimum of two (2) feet below the lowest excavation subgrade made until the excavation is backfilled or the structure has sufficient strength and weight to withstand horizontal and vertical soil and water pressures from natural ground water.

D. Excavations for concrete structural slabs and footings on grade shall extend two (2) feet below the indicated bottom of slabs and footings. The over-excavation shall be

backfilled with 18 inches, compacted thickness, of over lot fill material or suitable material as herein specified. The remaining six (6) inches of over-excavation shall be backfilled with porous fill material. The porous fill layer shall extend beyond the limits of the concrete slab a minimum of two (2) feet on all sides as indicated on the Drawings. The porous fill shall be crushed stone or gravel and shall have the following U.S. Standard Sieve gradation:

Sieve	1-1/2	1	3/4	1/2	3/8
% Passing	Min 100	95±5	58±17	Max 15	Max 5

E. Excavations for the construction shall be carefully made to the depths required. Bottoms for footings and grade beams shall be level, clean and clear of loose material, the lower sections true to size. Bottoms of footings and grade beams, in all locations, shall be at a minimum depth of 30 inches below adjacent exterior finished grade or 30 inches below adjacent existing grade, whichever is lower, whether so indicated or not. Footings and grade beam bottoms shall be inspected by the Engineer before any concrete is placed thereon.

F. In excavations for structures where, in the opinion of the Engineer, the ground is spongy or otherwise unsuitable for the contemplated foundation, the Contractor shall remove such unsuitable material and replace it with suitable material properly compacted.

G. Sheeting and shoring shall be provided as necessary for the protection of the work and for the safety of the personnel. The clearances and types of the temporary structures, insofar as they affect the character of the finished work, will be subject to the review of the Engineer, but the Contractor shall be responsible for the adequacy of all sheeting, bracing and cofferdamming. All shoring, bracing and sheeting shall be removed as the excavations are backfilled in a manner such as to prevent injurious caving; or, if so directed by the Engineer, shall be left in place. Sheeting left in place shall be cut off 18 inches below the surface.

H. Excavation for structures which have been carried below the depths indicated without specific instructions shall be refilled to the proper grade with suitable material properly compacted, except that in excavation for columns, walls or footings, the concrete footings shall extend to this lower depth. All work of this nature shall be at the Contractor's expense.

3.04 FILL

A. All existing fill below structures and paved areas must be stripped. The upper six (6) inches of the natural subgrade below shall be scarified and recompacted at optimum moisture to at least ninety-five percent (95%) of Standard Proctor Density ASTM D 698 (latest revision).

B. All vegetation, such as roots, brush, heavy sods, heavy growth of grass and all decayed vegetable matter, rubbish and other unsuitable material within the area upon which fill is to be placed shall be stripped or otherwise removed before the fill is started. In no case will such objectionable material be allowed to remain in or under the fill area. Existing fill from excavated areas on site shall be used as fill for open and/or planted areas. Additional fill stockpiled at the site can be used for structural fill if approved by the Engineer. Any additional material necessary for establishing the indicated grades shall be furnished by the Contractor and approved by the Engineer. All fill material shall be free from trash, roots and other organic material. The best material to be used in fills shall be reserved for backfilling pipe lines and for finishing and dressing the surface.

Material larger than 3 inches maximum dimension shall not be permitted in the upper 6 inches of the fill area. Fill material shall be placed in successive layers and thoroughly tamped or rolled in a manner approved by the Engineer, each layer being moistened or dried such that the specified degree of compaction shall be obtained. No fill shall be placed or compacted in a frozen condition or on top of frozen material. No fill material shall be placed when free water is standing on the surface of the area where the fill is to be placed and no compaction of fill will be permitted with free water on any point of the surface of the fill to be compacted.

C. Where concrete slabs are placed on earth, all loam and organic or other unsuitable material shall be removed. Where fill is required to raise the subgrade for concrete slabs to the elevations as indicated on the Drawings or as required by the Engineer, such fill shall consist of suitable material and shall be placed in layers. Each layer shall be moistened or dried such that the specified degree of compaction shall be obtained. All compaction shall be accomplished in a manner and with equipment as approved by the Engineer. When the subgrade is part fill and part excavation or natural ground, the excavated or natural ground portion shall be scarified to a depth of 12 inches and compacted as specified for adjacent fill.

3.05 BACKFILLING

A. After completion of footings, grade beams and other construction below the elevation of the final grades and prior to backfilling, all forms shall be removed and the excavation shall be cleaned of all trash and debris. Material for backfilling shall be as specified for suitable material, placed and compacted as specified hereinafter. Backfill shall be placed in horizontal layers of the thickness specified and shall have a moisture content such that the required degree of compaction is obtained. Each layer shall be compacted by mechanical tampers or by other suitable equipment approved by the Engineer to the specified density. Special care shall be taken to prevent wedging action or eccentric loading upon or against the structure. Trucks and machinery used for grading shall not be allowed within 45 degrees above the bottom of the footings or grade beams.

B. The trenches shall be backfilled following visual inspection by the Engineer and prior to pressure testing. The trenches shall be carefully backfilled with the excavated materials approved for backfilling, or other suitable materials, free from large clods of earth or stones. Each layer shall be compacted to a density at least equal to that of the surrounding earth and in such a manner as to permit the rolling and compaction of the filled trench with the adjoining earth to provide the required bearing value, so that paving, if required, can proceed immediately after backfilling is completed.

3.06 COMPACTION

A. Suitable material as hereinbefore specified shall be placed in maximum 8" horizontal layers. Compaction shall be performed by rolling with approved tamping rollers, pneumatic-tired rollers, three wheel power rollers or other approved equipment. The degree of compaction required is expressed as a percentage of the maximum dry density obtained by the test procedure presented in ASTM D-698. Laboratory moisture density tests shall be performed on all fill material. Material shall be moistened or aerated as necessary to provide the moisture content that will readily facilitate obtaining the specified compaction. Compaction requirements shall be as specified below:

Fill Utilized For	Required Density (%)	Maximum Permissible Lift Thickness As Compacted, Inches
Backfill & Utility Trenches Under Foundations & Pavements	95-100	8
Backfill Around Structures	95-100	8
Field and Utility Trench Backfill Under Sidewalks and Open Areas	90-100	8

B. Field density tests shall be performed in sufficient number to insure that the specified density is being obtained. Tests shall be in accordance with ASTM Standards D 1556 or D 2922/D 3017 and shall be performed as authorized by the Engineer. Payment for field density tests shall be by the Owner. Contractor shall provide suitable notification for coordination of testing. Delays due to the lack of adequate advance notification shall be the responsibility of the Contractor.

3.07 SITE GRADING

A. Where indicated or directed, topsoil shall be removed without contamination with subsoil and spread on areas already graded and prepared for topsoil, or transported and stockpiled convenient to areas for later application, or at locations specified. Topsoil shall be stripped to full depth and, when stored, shall be kept separate from other excavated materials and piled free of roots, stones, and other undesirable materials.

B. Following stripping, fill areas shall be scarified to a minimum depth of six (6) inches to provide bond between existing ground and the fill material. Material should be placed in successive horizontal layers not exceeding twelve (12) inches uncompacted thickness. In general, layers shall be placed approximately parallel to the finished grade line.

C. In general and unless otherwise specified, the Contractor may use any type of earth moving equipment he has at his disposal, provided such equipment is in satisfactory condition and of such type and capacity that the work may be accomplished properly and the grading schedule maintained. During construction, the Contractor shall route equipment at all times, both when loaded and empty, over the layers as they are placed, and shall distribute the travel evenly over the entire area.

D. The material in the layers shall be of the proper moisture content before rolling or tamping to obtain the prescribed compaction. Wetting or drying throughout the layer shall be required. Should the material be too wet to permit proper compaction or rolling, all work on the fill thus affected shall be delayed until the material has dried to the required moisture content. If the material is too dry, it shall be sprinkled with water and manipulated to obtain the uniform moisture content required throughout a layer before it is compacted.

E. Each layer of the fill shall be compacted by rolling or tamping to the standard specified in Paragraph 3.06 and not less than 90% maximum density at optimum moisture content as determined by field density tests made by the Standard Proctor method in accordance with ASTM D 698. In general and unless otherwise specified, the Contractor may use any type of compaction equipment such as sheepsfoot rollers, pneumatic rollers, smooth rollers and other such equipment he has at his disposal, provided such equipment is in satisfactory condition and is of such design, type, size, weight, and quantity to obtain the required density in the embankment. If at any time the required density is not being obtained with the equipment then in use by the Contractor, the Engineer may require that

different and/or additional compaction equipment be obtained and placed in use at once to obtain the required compaction.

F. Samples of all fill and embankment materials, both before and after placement and compaction, will be taken by the Engineer, and from the tests made on such samples, certain corrections, adjustments, and modifications of methods, materials, and moisture content will be directed to obtain uniformity with the governing specifications for compaction and construct properly the fill and embankment.

G. The Contractor shall be responsible for the stability of all embankments and shall replace any portion which, in the opinion of the Engineer, has become displaced due to carelessness or negligence on the part of the Contractor.

3.08 TOPSOIL

A. Provide all labor, materials, equipment and services required for furnishing and placing topsoil. Samples of topsoil shall be submitted to the Engineer for review before topsoil is placed. The material shall be good quality loam and shall be fertile, friable, mellow; free from stones larger than one (1) inch, excessive gravel, junk metal, glass, wood, plastic articles, roots and shall have a liberal amount of organic matter. Light sand loam or heavy clay loam will not be acceptable.

B. The topsoil shall be 3 inches thick in all areas to be seeded. No topsoil shall be placed until the area to be covered is excavated or filled to the required grade. Imported backfill material will be stockpiled on site for structure backfilling and top soiling.

END OF SECTION

SECTION 02371 - EROSION AND SEDIMENTATION CONTROL-KY NPDES REQUIREMENTS (for disturbed areas of one acre or more)

PART 1 - GENERAL

1.01 SCOPE OF WORK

A. Furnish all labor, materials, and equipment required for erecting, maintaining and removing temporary erosion and sedimentation controls as shown on the Drawings and as specified herein and as recommended by state and local regulatory agencies.

B. Temporary erosion controls include, but are not limited to grassing, mulching, seeding, providing erosion control and turf reinforcement mats on all disturbed surfaces including waste area surfaces and stockpile and borrow area surfaces; scheduling work to minimize erosion and providing interceptor ditches at those locations which will ensure that erosion during construction will be either eliminated or maintained within acceptable limits.

C. Temporary sedimentation controls include, but are not limited to, silt dams, traps, barriers, and appurtenances on sloped surfaces which will ensure that sedimentation pollution will be either eliminated or maintained within acceptable limits.

D. Contractor is responsible for providing and maintaining effective temporary erosion and sediment control measures prior to and during construction or until final controls become effective.

E. The Contractor shall be responsible for placement of erosion and sedimentation controls. Prior to construction, the Contractor shall develop an erosion control plan and submit to the Engineer for review. Prior to excavation, fill or grade work, the Contractor shall place controls in locations required by the erosion control plan. If during the course of construction, the Engineer determines additional controls are required, the Contractor shall furnish, install and maintain additional mulching, blankets and/or sediment barriers to control erosion and sedimentation to the satisfaction of the Engineer.

F. The Contractor shall notify the appropriate state agency before beginning construction, and shall implement erosion control measures as may be required by state and federal agencies. Contractor shall submit a signed Notice of Intent form to the Division of Water at least 48 hours prior to beginning of construction activity.

G. The Contractor shall inspect and repair all erosion and sedimentation controls every seven (7) days and after each rainfall of 0.5 inch or greater.

H. Bare soil areas must be seeded, mulched, or covered after 14 days if no work will be done in the area within the next 7 days.

1.02 RELATED WORK

A. Dewatering is included in this Division, Section 02240.

B. Final erosion protection measures where required are included in this Section.

PART 2 – PRODUCTS

2.01 SEED

A. The seed mixture to be sown shall be in the following proportions:

Common Name	Proportion By Weight	% of Purity	% of Germination
Kentucky 31 Tall Fescue	75	90	85
Italian Rye Grass	10	90	85
Red Top	10	90	85
White Clover	5	95	90

B. All seed shall be fresh and clean and shall be delivered mixed, in unopened packages, bearing a guaranteed analysis of the seed mixture.

2.02 FERTILIZER

A. Just prior to the planting of turf, evenly broadcast 15 pounds per thousand square feet of fertilizer, 10-10-10 (nitrogen, phosphorus, potassium). Disc or harrow fertilizer 2 to 4 inches into the soil.

B. Fertilizer shall be delivered to the site in the original unopened container bearing the manufacturer's guarantee analysis. Any fertilizer that becomes caked or damaged making it unsuitable for use, will not be accepted.

2.03 SOD

A. Sod shall be at least 70% Bluegrass, strongly rooted and free of weeds.

B. It shall be mowed to a height not to exceed 3" before lifting, and shall be of uniform thickness with not over 1-1/2" of soil.

2.04 MULCH

A. Mulch for seeded areas shall be Conwed Hydro Mulch, Silva-Fiber, or equal. It shall be suitable for use in a water slurry or for application with hydraulic equipment.

B. Clean straw is acceptable as mulch. It shall be spread at the rate of one (1) bale per 1,000 feet (approximately 2" loose depth).

C. Mulch on slopes greater the 4:1 shall be held in place with erosion control netting.

D. Mulch on areas subject to surface water run-off or in drainage ditches shall be held in place with erosion control netting.

2.05 EROSION CONTROL BLANKETS

A. Erosion Control Blanket shall be made up of biodegradable and/or photodegradable products such as jute, wood fiber, coconut fiber, straw and degradable plastic netting. They shall degrade at a rate of approximately 6 months to 24 months.

B. Erosion Control Blanket shall be installed on slopes greater than 4:1 and in all ditches and drainage channels, and where otherwise indicated on the Contract Drawings or directed by regulatory agencies.

2.06 TURF REINFORCEMENT MAT

A. Where indicated on the Contract Drawings or as described in the Specifications, Turf Reinforcement Mat shall be installed for permanent erosion control.

B. Turf Reinforcement Mat shall consist of top and bottom heavy weight netting and biodegradable matrix such as coconut fiber or aspen curled wood excelsior.

C. Where slope and hydraulic conditions are severe, a synthetic matrix may be used, based on manufacturer's recommendations.

2.07 SILT FENCE

A. Temporary Silt Fence shall consist of woven geotextile fabric attached to 2" X 2" X 48" tall hardwood stakes.

1. Fabric shall be 48" tall, with top being even with top of stakes. Bottom 12" shall be buried in trench as shown on the Detail Drawings.

2. Stakes shall be at 6' centers unless stated otherwise on Contract Documents.

B. Temporary Reinforced Silt Fence

1. For areas of steep slopes and high flows, where indicated on the Contract Drawings, or as directed by state or local regulations, Reinforced Silt Fence shall be installed.

2. Fabric shall be woven monofilament geotextile attached to 11 gauge steel fencing of 2" X 4" grid.

3. Stakes shall be 5" tall steel and shall be installed on 4' centers.

4. Fabric and fencing shall be buried in trench as shown on the Detail Drawings.

C. Spacing of Silt Fences on slopes shall be according to the following table, or as directed by state or local regulatory agencies:

		Soil Type	
Slope Angle	Silty	Clays	Sandy
Very Steep (1:1)	50 ft.	75 ft.	100 ft.
Steep (2:1)	75 ft.	100 ft.	125 ft.
Moderate (4:1)	100 ft.	125 ft.	150 ft.
Slight (10:1)	125 ft.	150 ft.	200 ft.

D. If runoff flows along the uphill side of the silt fence, Contractor shall install "J-hooks" every 40 to 80 feet. These are curved sections of silt fence above the continuous fence that serve as small dams to stop and hold the flow to allow sediment to settle.

2.08 FIBER ROLLS

A. On long slopes less than 10:1, and where indicated on the Contract Drawings or recommended by the regulatory agency, Fiber Rolls shall be installed.

B. Fiber Rolls shall be made of wood shavings, coconut fiber or other similar material encased in heavy duty netting.

C. Wooden stakes at 4'-0" on center shall be used to anchor the Fiber Rolls along the contours of the slope.

2.09 AGGREGATE SILT CHECKS

A. Where needed to slow flow velocity, to cause ponding or to protect storm water inlet structures, Aggregate Silt Checks shall be installed.

B. Aggregate Silt Checks shall consist of rock of various sizes ranging from 2" to 6" contained in or placed on geotextile filter fabric. Pea-stone or gravel-filled bags are acceptable for temporary silt checks in low-flow conditions.

2.10 RIP RAP

A. Rip Rap shall be installed at the outlets of storm drains and on channel banks as noted on the Contract Drawings and/or recommended by state and local regulatory agencies.

B. Rip Rap shall have no less than 80%, by volume, of individual stones that range in size from 0.0247 to 1.483 cubic feet.

2.11 CONSTRUCTION ENTRANCE PAD

A. Contractor shall construct entrance pads at all locations where vehicles will enter or exit the site.

B. Pad shall be a minimum of 20 feet wide, 50 feet long and 6" thick, and consist of No. 2 stone laid on top of filter fabric.

PART 3 - EXECUTION

3.01 GENERAL

A. Erosion and sediment control practices shall be consistent with the requirements of the state and local regulatory agencies and in any case shall be adequate to prevent erosion of disturbed and/or regraded areas.

B. Contractor is responsible for notifying the state regulatory agency concerning inclusion under the NPDES General Permit for Storm Water Discharges From Construction Activities.

3.02 SEEDING

A. The areas to be seeded shall be thoroughly tilled to a depth of at least 4" by discing, harrowing, or other approved methods until the condition of the soil is acceptable to the Engineer. After harrowing or discing, the seed bed shall be dragged and/or hand raked to finish grade.

B. The incorporation of the fertilizer and the agricultural lime may be a part of the tillage operation and shall be applied no less than 24 hours nor more than 48 hours before the seed is to be sown.

C. Seed shall be broadcast either by hand or approved sowing equipment at the rate of ninety (90) pounds per acre (two pounds per 1,000 square feet), uniformly distributed over the area. Broadcasting seeding during high winds will not be permitted. The seed shall be drilled or raked into a depth of approximately ½ inch and the seeded areas shall be lightly raked to cover the seed and rolled. Drilling seeding shall be done with approved equipment with drills not more than 3 inches apart. All ridges shall be smoothed out, and all furrows and wheel tracks likely to develop into washes, shall be removed.

D. After the seed has been sown, the areas so seeded shall be mulched with clean straw at the rate of one (1) bale per 1,000 feet (approximately 2 inch loose depth). Mulch on slopes and in all ditches and drainage channels shall be held in place with erosion control blankets.

E. Areas seeded shall be watered and protected until a uniform stand develops, and then inspected periodically and maintained appropriately. Displaced mulch shall be replaced or any damage to the seeded area shall be repaired promptly, both in a manner to cause minimum disturbance to the existing stand of grass. If necessary to obtain a uniform stand, the Contractor shall refertilize, reseed and remulch as needed. Scattered bare spots up to one (1) square yard in size will be allowed up to a maximum of 10 percent of any area.

F. Payment for seeding and mulching shall be included in the Contractor's bid.

3.02 SOD

A. To install, bring soil to final grade and clear of trash, wood, rock, and other debris. Apply topsoil, fertilizer at approximately 1000 lbs per acre.

B. Use sod within 36 hours of cutting. Lay sod in straight lines. Butt joints tightly, but do not overlap joints or stretch sod. Stagger joints in adjacent rows in a brickwork type pattern. Use torn or uneven pieces on the end of the row.

C. Notch into existing grass. Anchor sod with pins or stakes if placed on slopes greater than 3:1. Roll or tamp sod after installation and water immediately. Soak to a depth of 4 to 6 inches. Replace sod that grows poorly. Do not cut or lay sod in extremely wet or cold weather. Do not mow regularly until sod is well established.

3.04 INSTALLATION OF EROSION AND SEDIMENT CONTROL DEVICES

A. All erosion and sediment control products and materials shall be installed per manufacturer's recommendations and in accordance with the Kentucky Erosion Prevention and Sediment Control Field Guide.

B. Contractor shall pay special attention to the trenching-in of the bottoms of silt fence, the staking of sediment barriers, and the stapling of erosion control blankets.

3.05 MAINTENANCE OF EROSION AND SEDIMENT CONTROL DEVICES

A. Erosion and sedimentation controls shall be inspected weekly and after rain events of 0.5 inch or greater. Replace silt fencing as needed, filter stone which is dislodged, erosion control blanket which is damaged, and make other necessary repairs.

B. Remove sediment from fences and barriers when it accumulates to half the height of the barrier, or more often as needed.

3.06 CLEAN UP

A. Upon completion of the project and/or establishment of satisfactory turf, vegetation or permanent erosion control structures, Contractor shall remove all temporary devices and properly dispose of such.

3.07 NPDES GENERAL PERMIT FOR STORM WATER DISCHARGES FROM CONSTRUCTION ACTIVITIES

A. The Contractor is responsible for filing the appropriate Notice of Intent (NOI) letter at least 48 hours prior to start of construction activity. The Notice of Intent (NOI) is a Kentucky Pollution Discharge Elimination System (KPDES) permit application as provided by the Kentucky Revised Statutes, Chapter 224. This application is required to be submitted for construction projects that disturb one or more acres of land. A permit application form is included at the end of this section.

B. The NOI is filed under the General Permit for Storm Water (issued 9/30/92, effective 10/01/92) and labeled as KYR100000 - General Permit for construction sites. The Notice of Intent (NOI) letter requirements are stated along with the mailing address below.

3.08 NOTICE OF INTENT LETTER REQUIREMENTS

A. Concerning storm water permitting, you will be required to submit a letter of Notice of Intent to be covered under the storm water general permit. The following are to be contained in the Notice of Intent letter:

1. Name, mailing address, and location of the facility for which the notification is submitted;

2. Up to four (4) 4-digit SIC codes that best represent the principal products or activities provided by the facility. The following are the typical construction SIC codes utilized:

1542 - Building Construction, nonresidential, except industrial and warehouses
1623 - Water Main Construction, Sewer Construction
1629 - Water and Wastewater Treatment Plant Construction
1711 - Water Pump Installation
1781 - Drilling Water Wells

3. The operator's name, address, telephone number, ownership status and status as federal, state, private public or other entity. On construction sites, the facility operator is the Contractor.

4. The name of the receiving water(s), or if the discharge is through a municipal separate storm sewer, the name of the municipal operator of the storm sewer and the ultimate receiving water(s); and

5. Existing quantitative data describing the concentration of pollutants in the storm water discharge. If there is no existing quantitative data, report "no existing quantitative data."

6. **Additional requirements for construction activities.** The Notice of Intent for a storm water discharge associated with industrial activity from a construction site shall, in addition to the information required above, include a brief description of the project, estimated timetable for major activities, estimates of the number of acres of the site on which soil will be disturbed, **and a certification that the storm water pollution prevention plan for the facility provides compliance with state or locally approved sediment and erosion plans, state or locally approved storm water management plan, state or local sewer use ordinances, and state or local septic system requirements.**

3.09 WHERE TO SUBMIT

Section Supervisor, Inventory and Data Management Section, KPDES Branch, Kentucky Division of Water, 14 Reilly Road, Frankfort Office Park, Frankfort, Kentucky 40601.

3.10 REQUIRED FOR THIS CONTRACT

A. The Contractor shall prepare the NOI for both the Contractor and the Owner's signature.

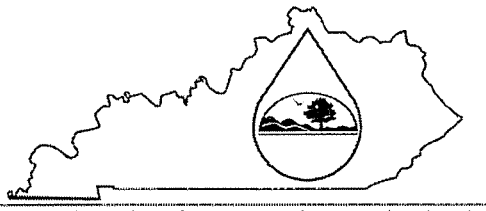
B. The Contractor shall submit the NOI to the Kentucky Division of Water (address noted above) at least forty-eight (48) hours prior to the start of work activities. There is no need to wait on a response from the regulatory agency.

C. This shall occur at or before the Order to Commence Work date given by the Owner.

D. The Contractor shall file a Notice of Termination (NOT) when General Permit coverage is no longer needed (General Permits describe how this is done). An example copy shall be on file as noted in Item 5 above.

END OF SECTION

KPDES FORM NOI-SW



Kentucky Pollutant Discharge Elimination System
(KPDES)

Notice of Intent (NOI)
for Storm Water Discharges
Associated with Industrial Activity Under the
KPDES General Permit

Submission of this Notice of Intent constitutes notice that the party identified in Section I of this form intends to be authorized by a KPDES permit issued for storm water discharges associated with industrial activity. Becoming a permittee obligates such discharger to comply with the terms and conditions of the permit.

ALL NECESSARY INFORMATION MUST BE PROVIDED ON THIS FORM (See Instructions on back)

I. Facility Operator Information			
Name:		**Phone:**	
Address:		**Status of Owner/Operator:**	
City, State, Zip Code:			

II. Facility/Site Location Information			
Name:			
Address:			
City, State, Zip Code:			
County:			
Site Latitude: (degrees/minutes/seconds)		**Site Longitude: (degrees/minutes/seconds)**	

III. Site Activity Information							
MS4 Operator Name:							
Receiving Water Body:							
Are there existing quantitative data?	**Yes** ☐ **If Yes, submit with this form.** **No** ☐						
SIC or Designated Activity Code Primary		**2nd**		**3rd**		**4th**	
If this facility is a member of a Group Application, enter Group Application Number:							
If you have other existing KPDES Permits, enter Permit Numbers:							

IV. Additional Information Required FOR CONSTRUCTION ACTIVITIES ONLY			
Project Start Date:		**Completion Date:**	
Estimated Area to be disturbed (in acres):			
Is the Storm Water Pollution Prevention Plan in Compliance with State and/or Local Sediment and Erosion Plans?	**Yes** ☐ **No** ☐		

V. Certification: I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Printed or Typed Name:			
Signature:		**Date:**	

Revised June 1999

Kentucky Pollutant Discharge Elimination System (KPDES)
Instructions
Notice of Intent (NOI) for Storm Water Discharges Associated with Industrial Activity
To Be Covered Under The KPDES General Permit

WHO MUST FILE A NOTICE OF INTENT (NOI) FORM

Federal law at 40 CFR Part 122 prohibits point source discharges of stormwater associated with industrial activity to a water body of the Commonwealth of Kentucky without a Kentucky Pollutant Discharge Elimination System (KPDES) permit. The operator of an industrial activity that has such a storm water discharge must submit a NOI to obtain coverage under the KPDES Storm Water General Permit. If you have questions about whether you need a permit under the KPDES Storm Water program, or if you need information as to whether a particular program is administered by the state agency, call the **Storm Water Contact, Industrial Section, Kentucky Division of Water at (502) 564-3410.**

WHERE TO FILE NOI FORM

NOIs must be sent to the following address

Section Supervisor
Inventory & Data Management Section
KPDES Branch, Division of Water
Frankfort Office Park
14 Reilly Road
Frankfort, KY 40601

COMPLETING THE FORM

Type or print legibly in the appropriate areas only. If you have any questions regarding the completion of this form call the **Storm Water Contact, Industrial Section, at (502) 564-3410.**

SECTION I - FACILITY OPERATOR INFORMATION

Give the legal name of the person, firm, public organization, or any other entity that operates the facility or site described in this application. The name of the operator may or may not be the same as the name of the facility. The responsible party is the legal entity that controls the facility's operation, rather than the plant or site manager. Do not use a colloquial name. Enter the complete address and telephone number of the operator.

Enter the appropriate letter to indicate the legal status of the operator of the facility

F = Federal	M = Public (other than federal or state)
S = State	P = Private

SECTION II - FACILITY/SITE LOCATION INFORMATION

Enter the facility's or site's official or legal name and complete street address, including city, state, and ZIP code

SECTION III - SITE ACTIVITY INFORMATION

If the storm water discharges to a municipal separate storm sewer system (MS4), enter the name of the operator of the MS4 (e.g., municipality name, county name) and the receiving water of the discharge from the MS4 (A MS4 is defined as a conveyance or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, or storm drains) that is owned or operated by a state, city, town, borough, county, parish, district, association, or other public body which is designed or used for collecting or conveying storm water.)

If the facility discharges storm water directly to receiving water(s), enter the name of the receiving water

Indicate whether or not the owner or operator of the facility has existing quantitative data that represent the characteristics and concentration of pollutants in storm water discharges. If data is available submit with this form

List, in descending order of significance, up to four 4-digit standard industrial classification (SIC) codes that best describe the principal products or services provided at the facility or site identified in Section II of this application

If the facility listed in Section II has participated in Part 1 of an approved storm water group application and a group number has been assigned, enter the group application number in the space provided.

If there are other KPDES permits presently issued for the facility or site listed in Section II, list the permit numbers

SECTION IV - ADDITIONAL INFORMATION REQUIRED FOR CONSTRUCTION ACTIVITIES ONLY

Construction activities must complete Section IV in addition of Sections I through III. Only construction activities need to complete Section IV

Enter the project start date and the estimated completion date for the entire development plan

Provide an estimate of the total number of acres of the site on which soil will be disturbed (round to the nearest acre)

Indicate whether the storm water pollution prevention plan for the site is in compliance with approved state and/or local sediment and erosion plans, permits, or storm water management plans

SECTION V - CERTIFICATION

Federal statutes provide for severe penalties for submitting false information on this application form. Federal regulations require this application to be signed as follows:

For a corporation: by a responsible corporate officer,which means: (i) president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision making functions, or (ii) the manager of one or more manufacturing, production, or operating facilities employing more than 250 persons or having gross annual sales or expenditures exceeding $25 million (in second-quarter 1980 dollars), if authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures;

For a partnership or sole proprietorship: by a general partner or the proprietor; or

For a municipality, state, Federal, or other public facility: by either a principal executive officer or ranking elected official

Revised June 1999

SECTION 02400 - BORING AND JACKING

PART 1 - GENERAL

1.01 SCOPE OF WORK

A. Provide all labor, materials, equipment and services required to furnish and install all bored and jacked carrier pipes in encasement pipes under railroad and highway crossings as shown on the Drawings and/or specified herein.

1.02 RELATED WORK SPECIFIED ELSEWHERE

A. Earthwork: Section 02300

B. Piping: Division 2

1.03 SUBMITTALS

A. Descriptive literature, catalog cuts, and dimensional prints clearly indicating all dimensions and materials of construction, shall be submitted on all items specified herein to the Engineer for review before ordering.

B. At the time of submission, the Contractor shall, in writing, call the Engineer's attention to any deviations that the submittals may have from the requirements of the Contract Drawings and Specifications.

C. Comply with all requirements of Section 01340.

PART 2 - PRODUCTS

2.01 CARRIER PIPE

A. Carrier pipe shall be as specified in the applicable Division 2 section unless otherwise noted.

2.02 CASING PIPE

A. Casing pipe shall be steel, plain end, have a minimum yield point strength of 35,000 psi and conform to ASTM A 252 Grade 2 or ASTM A 139 Grade B without hydrostatic tests. The steel pipe shall have welded joints and be in at least 18 foot lengths. The casing pipe shall be coal tar epoxy coated.

B. The diameter of the casing pipe shall be as follows:

Carrier Pipe Nominal Diameter (inches)	4	6	8	10	12	16	18	24	27	30	36
Casing Pipe Nominal Diameter (inches)	10	12	16	18	20	28	30	36	40	44	50

For carrier pipe sizes greater than 36-inches nominal diameter, the casing pipe diameter size shall be determined by the Engineer or as shown on the Contract Drawings.

C. The wall thickness of the casing pipe shall be as follows:

Casing Pipe Nominal Diameter (inches)	Under 20	20	24	30	33	36	42	48
Casing Pipe Nominal Thickness (inches)	0.250	0.281	0.312	0.406	0.438	0.469	0.562	0.625

However, should casing pipe thickness be specified or required on Highway or Railroad permit approval sheets, said permit thickness requirement shall govern. Permit approval sheets will be made available to the Contractor.

2.03 CASING SPACERS

A. Stainless Steel Casing Spacers: Stainless steel casing spacers shall be bolt-on style with a shell made in two (2) sections of heavy T-304 stainless steel. Connecting flanges shall be ribbed for extra strength. The shell shall be lined with a PVC liner .090" thick with 85-90 durometer. All nuts and bolts are to be 18-8 stainless steel. Runners shall be made of ultra high molecular weight polymer with inherent high abrasion resistance and a low coefficient of friction. Runners shall be supported by risers made of heavy T-304 stainless steel. The supports shall be mig welded to the shell and all welds shall be fully passivated. Stainless steel casing spacers shall be made by Cascade Waterworks Mfg. Co., or equal.

B. Solid Polyethylene Casing Spacers (to be used with PVC pipe only): Solid polyethylene casing spacers shall be bolt-on style with a shell made in two (2) sections. Carrier pipe shall be wrapped with rubber strap inside casing space to prevent slippage. All nuts and bolts are to be 18-8 stainless steel. Solid polyethylene casing spacers shall be made by Calpico Inc., Advance Products & Systems, Inc., or equal.

2.04 CASING END SEALS

A. Wrap-around end seals - Wrap-around end seals shall be made of a waterproof flexible coal tar membrane reinforced with fiberglass, or synthetic rubber. The two exposed edges of the wrap-around seal shall be adhesively bonded forming a watertight seal. The ends of the wrap shall be sealed on the casing and carrier pipe by stainless steel bands. Wrap-around end seals shall be made by Calpico Inc., Advance Products & Systems, Inc., or equal.

B. Upon approval the by Engineer, in lieu of wrap-around end seals, each end of the casing pipe and the carrier pipe shall be wrapped with two (2) layers of roofing felt.

PART 3 - EXECUTION

3.01 CROSSINGS - GENERAL

A. Where designated on the drawings, crossings beneath state maintained roads, not to be disturbed shall be accomplished by boring and jacking a casing pipe.

B. Steel casing pipe for crossings shall be bored and/or jacked (or open cut installed where indicated on the Drawings) into place to the elevations shown on the drawings. All joints between lengths shall be solidly butt-welded with a smooth non-obstructing joint inside. The casing pipe shall be installed without bends. The carrier pipe shall be installed after the casing pipe is in place, and shall extend a minimum of two (2) feet beyond each end of the casing to facilitate making joint connections. The carrier shall be braced and centered with casing spacers within the casing pipe to preclude possible flotation. Casing spacers shall be installed a maximum of eight (8) feet apart along the length of the carrier pipe within the casing pipe, within two (2) feet of each side of a pipe joint, and the rest evenly spaced. The height of the supports and runners combined shall be sufficient to keep the carrier pipe at least 0.75" from the casing pipe wall at all times. Manufacturer's recommendations may govern these requirements.

C. At each end of the casing pipe, the carrier pipe shall be sealed with casing end seals. The end seals shall extend a minimum of 12 inches in each direction from the end of the casing pipe.

D. Wood skids are not an acceptable method of supporting the carrier pipe.

3.02 BORING AND JACKING

A. The Contractor shall excavate his own pits, as he may deem necessary, and will set his own line and grade stakes which shall be checked by the Engineer. Permits, as required, will be furnished or obtained by the Owner, but shall be in the Contractor's hands before any excavating is commenced.

B. The boring method shall consist of pushing the pipe into the earth with a boring auger rotating within the pipe to remove the spoil.

1. The boring operation shall be progressed on a 24-hour basis without stoppage (except for adding lengths of pipe) until the leading edge of the pipe has reached the receiving pit.

2. The front of the pipe shall be provided with mechanical arrangements or devices that will positively prevent the auger from leading the pipe so that there will be no unsupported excavation ahead of the pipe.

3. The auger and cutting head arrangement shall be removable from within the pipe in the event an obstruction is encountered. If the obstruction cannot be removed without excavation in advance of the pipe, the pipe shall be abandoned in place and immediately filled with grout.

4. The over-cut by the cutting head shall not exceed the outside diameter of the pipe by more than 2 inch. If voids should develop or if the bored hole diameter is greater than the outside diameter of the pipe by more than approximately 1 inch, grouting or other approved methods must be used to fill such voids.

5. The face of the cutting head shall be arranged to provide a reasonable obstruction to the free flow of soft or poor material.

6. Any method which does not have this boring arrangement will not be permitted. Contractor's boring arrangement plans and methods must be submitted to, and approved by, the Engineer.

C. In the event an obstruction is encountered in boring which cannot be removed and it becomes necessary to withdraw the casing and commence elsewhere, the hole from which the casing is withdrawn shall be completely backfilled with coarse sand rammed in.

D. Insurance to be furnished by the Contractor to cover this type of work shall be adequate to meet the requirements of the Railroad and/or State or County Highway Departments. Insurance shall consist of comprehensive general liability and automobile liability insurance.

E. Before award of the contract, the Contractor shall furnish a statement of his experience of such work, or if inexperienced, shall advise the Owner as to whom he will sublet the work and give a statement of the experience of the subcontractor, which shall be satisfactory to the Owner.

3.03 CONTRACTOR'S RESPONSIBILITIES

A. Obtain a copy of the Highway Encroachment Permit before beginning construction.

B. Attend a preconstruction meeting at the construction site with the City Inspector, Resident Representative, Highway Inspector Engineer, and Contractor being present.

END OF SECTION

SECTION 02508 – HORIZONTAL DIRECTIONAL DRILLING

PART 1-GENERAL

1.01 SCOPE OF WORK

A. Provide all labor, materials, equipment and services required to utilize the trenchless technology of horizontal directional drilling (HDD) for the installation of below grade piping and appurtenances as specified herein.

B. This specification is provided to enable the Contractor to use HDD as an alternate installation method. However, no work is planned with this method.

1.02 RELATED WORK SPECIFIED ELSEWHERE

A. Drawings and General Provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification sections, apply to work of this Section.

B. Piping is specified in Division 2 Specification sections.

1.03 EXISTING CONDITIONS

A. The existing piping & other utilities shown on the Contract Drawings is based on the best available information. The Engineer makes no guarantee as to the accuracy of the locations or type of piping or utility depicted. All new piping which ties into existing lines must be made compatible with that piping.

B. So that piping conflicts may be avoided, Contractor shall locate the utility (vertically & horizontally) well ahead of the pipe laying operation to confirm exact locations of existing piping before installing any new piping.

C. Contractor shall provide all fittings and adapters necessary to complete all connections to existing piping.

1.04 SUBMITTALS

A. Descriptive literature, catalog cuts, and dimensional prints clearly indicating all dimensions and materials of construction, shall be submitted on all items specified herein to the Engineer for review before ordering. Comply with provisions of Section 01340.

B. At the time of submission, the Contractor shall, in writing, call Engineer's attention to any deviations that the submittals may have from the requirements of the Engineer's Contract Drawings and Specifications.

C. Work Plan - Prior to beginning work, the Contractor must submit to the Engineer a general work plan outlining the procedure and schedule to be used to execute the project. Work Plan should be realistic and document the thoughtful planning required to successfully complete the project.

D. Bore Plan – Prior to beginning the work, the Contractor shall submit a drawing indicating the pilot bore plan.

E. Equipment - Contractor shall submit specifications on directional drilling equipment to be used to ensure that the equipment will be adequate to complete the project. Specifications for any drilling fluid additives that the Contractor intends to use shall be submitted for review by the Engineer.

F. The Contractor shall submit calculations to verify that the specified pipe wall thickness (DR) is sufficient to withstand the installation (i.e. pull back force).

1.05 QUALITY ASSURANCE

A. The requirements set forth in this document specify a wide range of procedural precautions necessary to insure that the very basic, essential aspects of a proper directional bore installation are adequately controlled. Strict adherence shall be required under specifically covered conditions outlined in this specification. Adherence to the specifications contained herein, or the Engineer's approval of any aspect of any directional bore operation covered by this specification, shall in no way relieve the Contractor of their ultimate responsibility for the satisfactory completion of the work authorized under the Contract.

B. Use of horizontal directional drilling for installation piping specified in Division 2 hereinafter shall be in accordance with the most latest revision of ASTM F-1962.

PART 2 – PRODUCTS

2.01 EQUIPMENT

A. The directional drilling equipment shall consist of a directional drilling rig of sufficient capacity to perform the bore and pullback the pipe, a mixing and delivery system for drilling fluid of sufficient capacity to successfully complete the installation, a guidance system to accurately guide boring operations, control and containment of drilling fluid, along with trained and competent personnel to operate the system. All equipment shall be in good, safe operating condition with sufficient supplies, materials and spare parts on hand to maintain the system in good working order for the duration of the project.

2.02 DRILLING SYSTEM

A. Drilling Rig - The directional drilling machine shall consist of a hydraulically powered system to rotate, push and pull hollow drill pipe into the ground at a variable angle while delivering a pressurized fluid mixture to a guidable drill (bore) head. The machine shall be anchored to the ground to withstand the pulling, pushing and rotating pressure required to complete the installation. The hydraulic power system shall be self-contained with sufficient pressure and volume to power drilling operations. Hydraulic system shall be free of leaks. Rig shall have a system to monitor and record maximum pull-back pressure during pull-back operations.

B. Drill Head - The drill head shall be steerable by changing it's rotation and shall provide the necessary cutting surfaces and drilling fluid jets.

C. Mud Motors (if required) - Mud motors shall be of adequate power to turn the required drilling tools.

D. Drill Pipe - Shall be constructed of high quality 4130 seamless tubing, grade D or better, with threaded box and pins. Tool joints should be hardened to 32-36 RC.

2.03 GUIDANCE SYSTEM

A. The Guidance System shall be of a proven type and shall be used to provide a continuous and accurate determination of the location of the drill head during the drilling operation. The guidance system shall be capable of tracking all required depths in any soil condition and rock encountered along the proposed installation route.

B. The guidance system shall be setup and operated by personnel trained and experienced with this system. The Operator shall be aware of any magnetic anomalies and shall consider such influences in the operation of the guidance system if using a magnetic system.

2.04 DRILLING FLUID (MUD) SYSTEM

A. Mixing System - A self-contained, closed, drilling fluid mixing system shall be of sufficient size to mix and deliver drilling fluid composed of bentonite clay, potable water and appropriate additives. Mixing system shall be able to molecularly shear individual bentonite particles from the dry powder to avoid clumping and ensure thorough mixing. The drilling fluid reservoir tank shall be sized for adequate storage of the mud mixture. Mixing system shall continually agitate the drilling fluid during drilling operations.

B. Drilling Fluids - Drilling fluid shall be composed of clean water and an appropriate additive. Water shall be from a clean source with a pH of 8.5 – 10 and/or as per mixing requirements of the Manufacturer. Water of a lower pH or with excessive calcium shall be treated with the appropriate amount of sodium carbonate or equal. The water and additives shall be mixed thoroughly and be absent of any clumps or clods. No hazardous additives may be used. Drilling fluid shall be maintained at a viscosity sufficient to suspend cuttings and maintain the integrity of bore wall.

C. Delivery System - The mud pumping system shall have a minimum capacity to supply mud in accordance with the drilling equipment pull-back rating at a constant required pressure. The delivery system shall have filters in-line to prevent solids from being pumped into the drill pipe. Connections between the pump and drill pipe shall be relatively leak-free. Used drilling fluid and drilling fluid spilled during drilling operations shall be contained and properly disposed of. A berm, minimum of 12" high, shall be maintained around drill rigs, drilling fluid mixing system, entry and exit pits and drilling fluid recycling system (if used) to prevent spills into the surrounding environment. Pumps and or vacuum truck(s) of sufficient size shall be in place to convey excess drilling fluid from containment areas to storage facilities.

2.05 OTHER EQUIPMENT

A. Pipe Rollers - Pipe rollers, if required, shall be of sufficient size to fully support the weight of the pipe while being hydro-tested and during pull-back operations. Sufficient number of rollers shall used to prevent excess sagging of pipe.

B. Pipe Rammers - Hydraulic or pneumatic pipe rammers may only be used if necessary and with the authorization of Engineer.

C. Restrictions - Other devices or utility placement systems for providing horizontal thrust other than those previously defined in the preceding sections shall not be used unless approved by the Engineer prior to commencement of the work. Consideration for approval will be made on an individual basis for each specified location. The proposed device or system will be evaluated prior to approval or rejection on its potential ability to complete the utility placement satisfactorily without undue stoppage and to maintain line and grade within the tolerances prescribed by the particular conditions of the project.

PART 3 -EXECUTION

3.01 GENERAL

A. The Engineer must be notified 48 hours in advance of starting work. The Engineer's approval for beginning the installation shall in no way relieve the Contractor of the ultimate responsibility for the satisfactory completion of the work as authorized under the Contract. It shall be the responsibility of Engineer to provide inspection personnel at such times as appropriate.

B. The Contractor shall be fully responsible for all damages resulting from his failure to comply with all applicable state, federal and local regulations, and requirements of these specifications.

3.03 DRILLING PROCEDURE

A. Site Preparation - Prior to any alterations to work-site, contractor shall photograph or video tape entire work area, including entry and exit points. One copy shall be given to the Engineer and one copy to remain with contractor for a period of one year following the completion of the project. Work site as indicated on drawings, within right-of-way, shall be graded or filled to provide a level working area. No alterations beyond what is required for operations are to be made. Contractor shall confine all activities to designated work areas.

B. Drill Path Survey - Entire drill path shall be accurately surveyed with entry and exit stakes placed in the appropriate locations within the areas indicated on drawings. If contractor is using a magnetic guidance system, drill path will be surveyed for any surface geomagnetic variations or anomalies.

C. Environmental Protection – Contractor shall have in place silt fence between all drilling operations and any drainage, wetland, waterway or other area designated for such protection by contract documents, state, federal and local regulations. Additional environmental protection necessary to contain any hydraulic or drilling fluid spills shall be put in place, including berms, liners, turbidity curtains and other measures. Contractor shall adhere to all applicable environmental regulations. Also, all erosion control facilities shall be in accordance with Specification Section 02371, hereinafter, and the standard detail drawing for erosion control included in the contract drawings.

D. Safety - Contractor shall adhere to all applicable state, federal and local safety regulations and all operations shall be conducted in a safe manner. Safety meetings shall be

conducted at least weekly with a written record of attendance and topic submitted to Engineer.

E. Pipe Joining shall be as required in the Division 2 piping specification, hereinafter. Pipe will be placed on pipe rollers before pulling into bore hole with rollers spaced close enough to prevent excessive sagging of pipe.

F. Pilot Hole - Pilot hole shall be drilled on bore path with no deviations greater than 5% of depth over a length of 100'. In the event that pilot does deviate from bore path more than 5% of depth in 100', contractor will notify Engineer and Engineer may require contractor to pull-back and re-drill from the location along bore path before the deviation. In the event that a drilling fluid fracture, inadvertent returns or returns loss occurs during pilot hole drilling operations, contractor shall cease drilling, wait at least 30 minutes, inject a quantity of drilling fluid with a viscosity exceeding 120 seconds as measured by a March funnel and then wait another 30 minutes. If mud fracture or returns loss continues, contractor will cease operations and notify Engineer. Engineer and contractor will discuss additional options and work will then proceed accordingly.

G. Reaming - Upon successful completion of pilot hole, contractor will ream bore hole to a minimum of 25% greater than outside diameter of pipe using the appropriate tools. Contractor will not attempt to ream at one time more than the drilling equipment and mud system are designed to safely handle.

H. Pull-Back - After successfully reaming bore hole to the required diameter, contractor will pull the pipe through the bore hole. In front of the pipe will be a swivel. Once pullback operations have commenced, operations must continue without interruption until pipe is completely pulled into bore hole. During pull-back operations contractor will not apply more than the maximum safe pipe pull pressure at any time. In the event that pipe becomes stuck, contractor will cease pulling operations to allow any potential hydro-lock to subside and will commence pulling operations. If pipe remains stuck, contractor will notify Engineer. Engineer and contractor will discuss options and then work will proceed accordingly.

3.04 PIPE TESTING

A. All pipe testing shall be as required in the Division 2 piping specification, hereinafter.

3.05 SITE RESTORATION

A. Following drilling operations, contractor will de-mobilize equipment and restore the worksite to original condition. All excavations will be backfilled and compacted to 95% of original density. Landscaping will be restored to original. All mud shall be disposed of by the CONTRACTOR.

END OF SECTION

SECTION 02510 - WATER DISTRIBUTION PIPING

PART 1 - GENERAL

1.01 SCOPE OF WORK

A. Provide all labor, materials, equipment and services required for furnishing and installing all piping and appurtenances specified herein.

1.02 RELATED WORK SPECIFIED ELSEWHERE

A.	Boring and Jacking	Section 02400
B.	Valves:	Section 02515

1.03 SUBMITTALS

A. A notarized certification shall be furnished for all pipe and fittings that verifies compliance with all applicable specifications.

B. The requirement for this certification does not eliminate the need for shop drawings submittals in compliance with Section 01340.

1.04 EXISTING CONDITIONS

A. The existing piping shown on the Contract Drawings is based on the best available information. The Engineer makes no guarantee as to the accuracy of the locations or type of piping depicted. All new piping which ties into existing lines must be made compatible with that piping.

B. So that piping conflicts may be avoided, Contractor shall open up his trench well ahead of the pipe laying operation to confirm exact locations of existing piping before installing any new piping.

C. Contractor shall provide all fittings and adapters necessary to complete all connections to existing piping.

1.05 UTILITY LINE ACTIVITIES COVERED UNDER NATIONWIDE PERMIT #2

All activities involving utility line construction covered under NATIONWIDE PERMIT #12 shall meet the following conditions.

A. The general Water Quality Certification is limited to the crossing of intermittent and perennial streams by utility lines.

B. The construction of permanent or temporary access roads will impact less than 300 linear feet of intermittent and perennial streams and less than one acre of jurisdictional wetlands.

C. Utility lines shall be located at least 50 feet away from a stream which appears as a blue line on a USGA 7 ½ minute topographic map except where the utility line alignment crosses the stream. Utility lines that cross streams shall be constructed by methods that maintain normal stream flow and allow for a dry excavation. Water pumped from the excavation shall be contained and allowed to settle prior to re-entering the stream. Excavation equipment and vehicles shall operate outside of the flowing portion of the stream. Spoil material from the utility line excavation shall not be allowed to enter the flowing portion of the stream.

D. The activities shall not result in any permanent changes in preconstruction elevation contours in waters or wetlands or stream dimension, pattern or profile.

E. Utility line construction projects through jurisdictional wetlands shall not result in conversion of the area to non-wetland status.

F. Measures shall be taken to prevent or control spills of fuels, lubricants, or other toxic materials used in construction from entering the watercourse.

G. Removal of riparian vegetation in the utility line right-of-way shall be limited to that necessary for equipment access. Effective erosion and sedimentation control measures must be employed at all times during the project to prevent degradation of waters of the Commonwealth. Site regrading and reseeding will be accomplished within 14 days after disturbance.

H. To the maximum extent practicable, all in stream work under this certification shall be performed during low flow.

I. Heavy equipment, e.g., bulldozers, backhoes, draglines, etc., if required for this project, should not be used or operated within the stream channel. In those instances where such in stream work is unavoidable, then it shall be performed in such a manner and duration as to minimize turbidity and disturbance to substrates and bank or riparian vegetation.

J. Any fill shall be of such composition that it will not adversely affect the biological, chemical, or physical properties of the receiving waters and/or cause violations of water quality standards. If riprap is utilized, it is to be of such weight and size that bank stress or slump conditions will not be created because of its placement.

K. Removal of existing riparian vegetation should be restricted to the minimum necessary for project construction.

L. Should evidence of stream pollution or jurisdictional wetland impairment and/or violations of water quality standards occur as a result of this activity (either from a spill or other forms of water pollution), the Kentucky Division of Water shall be notified immediately by call 800/928-2380.

PART 2 - PRODUCTS

2.01 DUCTILE IRON PIPE AND FITTINGS

A. Ductile iron pipe shall conform to ANSI/AWWA C151/A21.51, latest revision, pressure class 250 350 as noted on the Drawings, with push-on joints unless otherwise noted on Drawings.

B. The interior of the pipe shall be cement-mortar lined with bituminous seal coat in accordance with ANSI/AWWA C104/A21.4, latest revision. Thickness of the lining shall be as set forth in the ANSI/AWWA C104/A21.4 specification unless otherwise directed by the Engineer. The exterior of all pipe, unless otherwise specified, shall receive either coal tar or asphalt base coating a minimum of 1 mil thick.

C. Each piece of pipe shall bear the manufacturer's name or trademark, the year in which it was produced and the letters "DI" or the word "DUCTILE". Pipe manufacturer shall furnish notarized certificate of compliance to the above AWWA or ANSI specifications.

D. Fittings shall be pressure class 200, 250 or 350 (to match the pressure class of adjacent pipe) ductile iron and have mechanical-joints or push-on joints in accordance with ANSI/AWWA C110/A21.10, latest revision and shall conform to the details and dimensions shown therein. Fittings shall have interior cement-mortar lining as specified hereinbefore for the pipe. Compact ductile iron fittings meeting the requirements of ANSI/AWWA C153/A21.53, latest revision, will also be acceptable.

E. Joints for ductile iron pipe and fittings, as described hereinbefore, shall be rubber-gasket joints and be in accordance with ANSI/AWWA C111/A21.11, latest revision. Joints shall have the same pressure rating as the pipe or fitting of which they are a part. Joints shall be installed per the manufacturer's recommendations.

F. Provide ANSI/AWWA C110/A21.10 mechanical joint plugs and locked or restrained pipe joints where indicated on Drawings. Fittings under structures shall be mechanical joint with retainer glands.

2.02 RESTRAINED JOINT DUCTILE IRON PIPE

A. Restrained joint ductile iron pipe shall conform to ANSI/AWWA C151/A21.51, latest revision, pressure class 350, with restrained push-on joints unless otherwise noted on Drawings.

B. The interior of the pipe shall be cement-mortar lined with bituminous seal coat in accordance with ANSI/AWWA C104/A21.4, latest revision. Thickness of the lining shall be set forth in the aforementioned specification unless otherwise directed by the Engineer. The exterior of all pipe, unless otherwise specified, shall receive either coal tar or asphalt base coating a minimum of 1 mil thick.

C. Each piece of pipe shall bear the manufacturer's name or trademark, the year in which it was produced and the letters "DI" or the word "DUCTILE". Pipe manufacturer shall furnish notarized certificate of compliance to the above AWWA or ANSI specifications.

D. Fittings shall be pressure class 350 ductile iron and have restrained push-on joints in accordance with ANSI/AWWA C110/A21.10, latest revision with the exception of the manufacturer's proprietary design dimensions. Fittings shall have interior cement-mortar lining as specified hereinbefore for the pipe. Compact ductile iron fittings meeting the requirements of ANSI/AWWA C153/A21.53, latest revision, will also be acceptable.

E. The use of restrained joints utilizing a friction type connection shall **not** be accepted.

F. Joints for ductile iron pipe and fittings, as described hereinbefore, shall be rubber-gasket joints and be in accordance with ANSI/AWWA C111/A21.11, latest revision. Joints shall have the same pressure rating as the pipe of fitting of which they are a part. Joints shall be installed per the manufacturer's recommendations.

G. Pipe shall have restrained push-on joints. Pipe at ends left for future connections shall also have restrained push-on joints. All tees, bends, and dead-ends shall also have concrete thrust blocking.

H. Restrained joint pipe and fittings shall be HP-LOK™ Restrained Joint by US Pipe, or approved equal.

I. Restrained push-on joint pipe and fittings shall be capable of being deflected after assembly.

J. All restrained joint pipe and fittings shall be fabricated by the same pipe manufacturer.

K. Where spigot end of restrained joint pipe connect with valves or other items that have mechanical-joint ends, connection shall be made with a restrained mechanical-joint gland. Restrained mechanical-joint connection shall be Mechanical- Joint Coupled-Joint by American Ductile Iron Pipe, MECH-LOK Restrained Joint by Griffin Pipe, or approved equal.

2.03 WALL PIPE AND SLEEVES

A. All wall pipe shall be furnished with welded thrust collars in the positions shown on the Drawings. Welding of thrust collars on pipe shall be accomplished by the wall pipe manufacturer in their shop. All centrifugally cast wall pipe shall be ductile iron meeting the requirements of AWWA C151 for the pipe barrel, conforming to the pressure rating of the pipeline in which installed, and in no case be lighter than Class 350.

B. All statically cast wall pipe shall be ductile iron meeting the requirements of AWWA C110 for fittings. Restrained joint end and cast-on flange end wall pipe shall conform to AWWA C151 and threaded flange wall pipe shall conform to AWWA C115.

C. The length of all wall pipe shall be not less than the thickness of the wall in which installed. Wall pipe shall have the same pressure rating as connecting pipe. All wall pipe shall be cement-mortar lined per AWWA C104. The outside of wall pipes shall be left uncoated and shall be field primed for painting on the portion exposed, uncoated where embedded and field coated with standard bituminous coating where buried.

D. The valve vault wall pipe shall have restrained joint rated for 350 psi meeting the requirements of 2.02.

2.04 FLANGED JOINTS

A. Flange bolts and nuts shall be ASTM A 307, Grade B and shall have hexagonal heads. All bolts, nuts and studs for flanged pipe in submerged locations shall be of 300 Series stainless steel. The flanges shall be drawn together until the joint is perfectly tight, with bolts of a length such that they will not project greater than 1/4-inch from the nut nor fall short of the end of the nut when drawn up. No washers shall be used. Gaskets shall be carefully fabricated prior to installation and must be suitable for pressure rating for the pipe for which it is used.

B. All flanges (unless otherwise indicated or required) shall be faced and drilled ANSI B16.1 250-pound for ductile iron and ANSI B16.5 300-pound for steel.

C. To meet suitable pressure rating requirements, the following patented SBR flange gaskets or approved equal shall be substituted for standard sheet packing ring gaskets in ductile iron flanged pipe:

1. TORUSEAL by American Cast Iron Pipe Company

2. FLANGE-TYTE by United States Pipe & Foundry Company

When using such gaskets, flange bolts shall be torqued to manufacturer's recommended torque values.

2.05 CONCRETE PIPE ANCHORS, THRUST BLOCKS, CRADLE OR ENCASEMENT

A. Where indicated on the Drawings, required by the Specifications or as directed by the Engineer, concrete pipe anchors, thrust blocks, cradles or encasements shall be installed.

B. Concrete shall be 3000 psi, and reinforcing bars shall be as installed as indicated on the details.

2.06 CONNECTION OF NEW WATER MAINS TO EXISTING SYSTEM

A. The Contractor shall connect the new water main to existing water main where shown on the Drawings or directed by the Engineer, and shall furnish all necessary equipment and materials required to complete the connection.

2.07 TRENCH DAMS

A. Where indicated on the Drawings, required by the Specifications or as directed by the Engineer, concrete trench dams shall be installed.

PART 3 - EXECUTION

3.01 INSTALLATION OF PIPING

A. Materials shall be new and of the best grade and quality; workmanship shall be first class in every respect.

B. Each piece of iron pipe and each fitting shall be plainly marked at the foundry with class number and weight.

C. Taps and connections to piping shall be made as required to connect equipment, sample lines, etc., and where otherwise shown on the Drawings.

D. Piping shall be installed straight and true, parallel or perpendicular to walls, with approved offsets around obstructions. Standard pipe fittings shall be used for changing direction of piping. No mitered joints or field fabricated pipe bends are permitted unless accepted by the Engineer.

E. All piping, fittings, valves and other accessories shall be thoroughly cleaned of dirt, chips and foreign matter before joint connections are made.

3.02 EXCAVATION FOR PIPELINE TRENCHES

A. Unless otherwise directed by the Engineer, trenches in which pipes are to be laid shall be excavated in open cut to the depths required by field conditions or as specified by the Engineer. In general this shall be interpreted to mean that machine excavation in earth shall not extend below an elevation permitting the pipe to be properly bedded. Installation shall be in accordance with ANSI/AWWA C600 for ductile iron and Cast Iron O.D. (AWWA) PVC pipe or ASTM F-645 for Iron Pipe O.D. (ASTM) PVC pipe except as modified herein.

B. Top soil shall be stripped 6" below the surface, stockpiled and reused along the entire project.

C. Excavation may be undercut to a depth below the required invert elevation that will permit laying the pipe in a bed of granular material to provide continuous support for the bottom quadrant of the pipe. When this method is used, the bedding shall be as set out in Paragraph 3.02 hereinafter.

D. Trenches shall be of sufficient width to provide free working space on each side of the pipe and to permit proper backfilling around the pipe, but unless specifically authorized by the Engineer, trenches shall in no case be excavated or permitted to become wider then 2'-0" plus the nominal diameter of the pipe at the level of or below the top of the pipe. If the trench does become wider than 2'-0" at the level of or below the top of the pipe, special precaution may be necessary, such as providing compacted, granular fill up to top of the pipe or providing pipe with additional crushing strength as determined by the Engineer after taking into account the actual trench loads that may result and the strength of the pipe being used. The Contractor shall bear the cost of such special precautions as are necessary.

E. All excavated materials shall be placed a minimum of two feet (2') back from the edge of the trench.

F. Before laying the pipe, the trench shall be opened far enough ahead to reveal obstructions that may necessitate changing the line or grade of the pipeline.

G. The trench shall be straight and uniform so as to permit laying pipe to lines and grades given by the Engineer. It shall be kept free of water during the laying of the pipe and until the pipeline has been backfilled. Removal of trench water shall be at the Contractor's expense. Dry conditions shall be maintained in the excavations until the backfill has been placed. During the excavation, the grade shall be maintained so that it will freely drain and prevent surface water from entering the excavation at all times. When directed by Owner, temporary drainage ditches shall be installed to intercept or direct surface water which may affect work. All water shall be pumped or drained from the excavation and disposed of in a suitable manner without damage to adjacent property or to other work.

H. Minimum cover of 30" shall be provided for all pipelines. Additional cover shall be provided where noted on the Drawings.

3.03 PIPE BEDDING

A. All pipe shall be supported on a bed of manufactured sand, derived from limestone, with gradation results similar to those shown in to the table below. Contractor shall submit gradation test results to the Engineer for approval. In no case shall pipe be supported directly on rock. Bedding shall not be a separate pay item unless otherwise set out in the Detailed Specifications. Bedding shall be provided in earth bottom trenches, as well as rock bottom trenches. Bedding material shall be free from large rock, foreign material, frozen earth, and shall be acceptable to the Engineer. Bedding shall be a minimum of 6" below pipe barrel.

Sieve	% Retained	Cumulative % Retained	% Passing
3/8" (9.5mm)	0	0	100
#4 (4 76mm)	5	5	95
#18 (2.36mm)	43	48	52
#16 (1 18mm)	23	71	29
#30 (0.6mm)	8	79	21
#50 (0.3mm)	4	83	17
#100 (0 15mm)	3	86	14
#200 (75um)	3.7	89.8	10.2
PAN (0um)	1.1	100.0	0.0

B. In all cases the foundation for pipes shall be prepared so that the entire load of the backfill on top of the pipe will be carried on the barrel of the pipe so that none of the load will be carried on the bells.

C. Where flexible pipe is used, the bedding shall be placed up to at least the spring line (horizontal center line) of the pipe. The bedding material and procedures shall conform to the table above and any Technical Specifications set out hereinafter. If conditions warrant, the Engineer may require the bedding to be placed above the springline of the pipe. Granular bedding shall be Size #9-m or ASTM C 33, Size #7 crushed stone, fine gravel, or sand, and is not a separate pay item.

D. Where undercutting and granular bedding is involved it shall be of such depth that the bottom of the bells of the pipe will be at least three inches above the bottom of the trench as excavated. Undercutting is not a separate pay item.

E. In wet, yielding mucky locations where pipe is in danger of sinking below grade or floating out of line or grade, or where backfill materials are of such a fluid nature that such movements of the pipe might take place during the placing of the backfill, the pipe must be weighted or secured permanently in place by such means as will prove effective. When ordered by the Engineer, yielding and mucky materials in subgrades shall be removed below ordinary trench depth in order to prepare a proper bed for the pipe. Crushed stone or other such granular material, if necessary, as determined by the Engineer to replace poor subgrade material, shall be a separate pay item and classified as "Special Granular Fill". Removal of poor material is not a separate pay item.

F. Installation shall be in accordance with ASTM D 2321 except as modified hereinafter.

3.04 SPECIAL GRANULAR FILL

A. As noted in Paragraph 3.02E, granular material for " Special Granular Fill " when directed by the Engineer shall be Department of Transportation crushed limestone, Size #9. Payment for " Special Granular Fill " must have approval from the Engineer prior to installation.

3.05 LAYING PIPE

A. The laying of pipe in finished trenches shall be commenced at the lowest point so the spigot ends point in the direction of flow.

B. All pipes shall be laid with ends abutting and true to line and grade as given by the Engineer. Supporting of pipes shall be as set out hereinbefore under "Pipe Bedding" and in no case shall the supporting of pipes on blocks be permitted.

C. Before each piece of pipe is lowered into the trench, it shall be thoroughly inspected to insure that it is clean. Each piece of pipe shall be lowered separately unless special permission is given otherwise by the Engineer. No piece of pipe or fitting which is known to be defective shall be laid or placed in the lines. If any defective pipe or fitting shall be discovered after the pipe is laid, it shall be removed and replaced with a satisfactory pipe or fitting without additional charge. In case a length of pipe is cut to fit in a line it shall be so cut as to leave a smooth end at right angles to the longitudinal axis of the pipe.

D. Pipe shall not be laid on solid rock. A pad of manufactured sand as specified in Paragraph 3.02 "Pipe Bedding", shall be used as a pipe bedding. Pipe bedding is not a separate pay item. Irregularities in subgrade in an earth trench shall be corrected by use of granular material.

E. When ordered by the Engineer, unsuitable materials in subgrades shall be removed below ordinary trench depth in order to prepare a proper bed for the pipe.

F. When laying of pipe is stopped for any reason, the exposed end of such pipe shall be closed with a plywood or fabricated plug fitted into the pipe bell, so as to exclude earth or other material, and precautions taken to prevent flotation of pipe by runoff into trench.

G. No backfilling (except for securing pipe in place) over pipe will be allowed until the Engineer has had an opportunity to make an inspection of the joints, alignment and grade, in the section laid.

3.06 BACKFILLING PIPELINE TRENCHES

A. Backfilling of pipeline trenches shall be accomplished as shown on the Drawings and with details set forth hereinafter. Before final acceptance, the Contractor will be required to level off all trenches or to bring the trench up to grade. The Contractor shall also remove from roadways, rights-of-way and/or private property all excess earth or other materials resulting from construction. In the event that pavement is not placed immediately following trench backfilling in paved areas, the Contractor shall be responsible for maintaining the trench surface in a level condition at proper pavement grade at all times. Under pavement, all trench backfill shall be in accordance with Method C as shown on the Detail Drawings. All other trench backfill shall be in accordance with Method A or B.

B. Method "A" - Backfilling in Open Terrain:

Backfilling of pipeline trenches in open terrain shall be accomplished in the following manner:

1. The lower portion of the trench, from the pipe bedding to a point 12" above the top of the pipe, shall be backfilled with manufactured sand and/or material acceptable to the Engineer. This material shall be placed in a manner approved by the Engineer, and shall be carefully compacted to avoid displacement of the pipe. Compaction shall be accomplished by hand-tamping or by approved mechanical methods.

2. The upper portion of the trench above the compacted portion shall be backfilled with material which is free from large rock. Incorporation of rock having a volume exceeding one-half cubic foot is prohibited. Backfilling this portion of the trench may be accomplished by any means approved by the Engineer. The trench backfill shall be heaped over or leveled as directed by the Engineer.

3. The top 6-inches of the trench shall be backfilled with the topsoil that was stripped and stockpiled for the entire project.

C. Method "B" - Backfilling Under Sidewalks & Unpaved Driveways:

Backfilling of pipeline trenches under sidewalks and unpaved driveways shall be accomplished in the following manner.

1. The lower portion of the trench, from the pipe bedding to a point 12 inches above the top of the pipe, shall be backfilled with manufactured sand from rock and/or material acceptable to the Engineer. This material shall be placed in a manner to avoid displacement of the pipe. Compaction shall be accomplished by hand-tapping or by approved mechanical methods.

2. The middle portion of the trench, from a point 12" above the top of the pipe to a point 6" below the grade line, shall be backfilled with material free from rock and/or acceptable to the Engineer. This material shall be placed and compacted in layers of approximately 6 inches. Water (puddling) may be used as required to obtain maximum compaction.

   Upon approval of the Engineer, the Contractor may backfill the middle portion of the trench with crushed stone, fine gravel, or sand in lieu of materials which require compaction.

3. The upper portion of the trench shall be temporarily backfilled and maintained with crushed stone or gravel until such time as the sidewalk is constructed or the driveway surface is restored.

D. Method "C" - Backfilling Under Streets, Roads, and Paved Driveways:

Backfilling of pipeline trenches under streets, roads and paved driveways shall be accomplished in the following manner:

1. The lower portion of the trench from the pipe bedding to a point 6" below the bottom of the pavement or concrete sub-slab, shall be backfilled with # 9 crushed stone.

2. The upper portion of the trench, from a point 6" below the bottom of the pavement or concrete sub-slab to grade, shall be backfilled with a base course of dense graded aggregate. At such time that pavement replacement is accomplished, the excess base course shall be removed as required.

E. Trenches outside existing sidewalks, driveways, streets, and highways shall be backfilled in accordance with Method "A". Trenches within the limits of sidewalk and unpaved driveways shall be backfilled in accordance with Method "B". Trenches within the paving limits of existing streets, highways and driveways shall be backfilled in accordance with Method "C". All methods are shown on the Detail Drawings. When directed by the Engineer, the Contractor shall wet backfill material to assure maximum compaction.

Before final acceptance, the Contractor will be required to level off all trenches or to bring the trench up to grade. The Contractor shall also remove from roadways, rights-of-ways and/or private property all excess earth or other materials resulting from construction.

In the event that pavement is not placed immediately following trench backfilling in streets and highways, the Contractor shall be responsible for maintaining the trench surface in a level condition at proper pavement grade at all times.

3.07 SETTLEMENT OF TRENCHES

A. Whenever lines are in, or cross, driveways and streets, the Contractor shall be responsible for any trench settlement which occurs within these rights-of-way within one (1) year from the time of final acceptance of the work. If paving shall require replacement because of trench settlement within this time, it shall be replaced by the Contractor at no extra cost to the Owner. Repair of settlement damage shall meet the approval of the Owner.

3.08 CONCRETE THRUST BLOCKS, CRADLE, ANCHORS OR ENCASEMENT

A. Concrete thrust blocks, cradle, anchors or encasement shall be placed where shown on the Drawings, required by the Specifications, or as directed by the Engineer.

B. For cradle and encasement, concrete shall be 3000 psi and shall be mixed sufficiently wet to permit it to flow under the pipe to form a continuous bed.

C. For thrust blocks and anchors, concrete shall be 3000 psi, and shall be formed or be sufficiently stiff to maintain the forms indicated on the Details.

D. In tamping concrete, care shall be taken not to disturb the grade or line of the pipe or injure the joints. Concrete placed outside the specified limits or without authorization from the Engineer will not be subject to payment.

E. Water mains shall have concrete thrust or "kicker" blocks at all pipe intersections and changes of direction to resist forces acting on the pipeline. All reducers (increasers) shall be anchored.

3.09 BITUMINOUS CONCRETE HIGHWAY, STREET AND DRIVEWAY REPLACEMENT

A. The Contractor shall replace those sections of existing roads, streets and driveways required to be removed to install the pipe lines under this contract. He shall construct same to the original lines and grades and in such manner as to leave all such surfaces in fully as good or better condition than that which existed prior to the operations.

B. Prior to trenching, the pavement shall be scored or cut to straight edges at least twelve (12) inches outside each edge of the proposed trench to avoid unnecessary damage to the remainder of the paving. Edges of the existing pavement shall be re-cut and trimmed to square, straight edges after the pipeline has been installed and prior to placing the new base and pavement.

C. Backfilling of the trench shall be in accordance with Method "C" as described hereinbefore. Base course for the paving shall be dense graded crushed limestone furnished and placed in accordance with the current requirements of the Standard Specifications for Road and Bridge Construction of the Department of Transportation, to a depth of six (6) inches in roads and streets and four (4) inches in driveways.

D. A subslab of reinforced concrete shall be placed for state maintained highways as indicated on the Drawings. The subslab shall have a minimum thickness of 6 inches. Concrete for the subslab shall be 2500 psi, in accordance with the Details shown on the Drawings.

3.10 UNPAVED DRIVEWAY (CRUSHED STONE) SURFACE REPLACEMENT

A. The Contractor shall replace those sections of existing driveways and parking areas required to be removed to install the pipe lines under this contract. He shall construct same to the original lines and grades and in such manner as to leave all such surfaces in fully as good or better condition than that which existed prior to the operations.

B. Material for backfilling of the pipeline trench shall be dense-graded aggregate in accordance with Method "B" as described hereinbefore.

3.11 REMOVING AND REPLACING CONCRETE CURB AND GUTTER OR SIDEWALK

A. The Contractor shall remove the curb and gutter or sidewalk when encountered when required for laying the pipe. Only that portion of the curb and gutter or sidewalk needed to lay the pipe shall be removed.

B. Where concrete curb and gutter or sidewalk is removed or disturbed during the construction work, it shall be replaced, using 3000 psi concrete, in fully as good or better condition than that which existed prior to the Contractor's operation.

3.12 REPLACEMENT OF EXISTING MAIL BOXES, CULVERTS, CLOTHES LINE POSTS, FENCES AND OTHER SUCH FACILITIES

A. Existing mail boxes, drainage culverts, clothes line posts, fences and the like shall not be damaged or disturbed unless necessary, in which case, they shall be replaced in as good condition as found as quickly as possible. Existing materials shall be reused in replacing such facilities when materials have not been damaged by the Contractor's operations. Existing facilities damaged by Contractor's operation shall be replaced with new

materials of the same type at the Contractor's expense. Work in this category is not a pay item.

B. Replacement of paved drainage ditches within highway right-of-way shall be accomplished in accordance with Department of Transportation specifications.

3.13 PORTLAND CEMENT CONCRETE DRIVEWAY REPLACEMENT

A. Wherever Portland cement concrete driveways are removed, they shall be reconstructed to the original lines and grades and in such manner as to leave all such surfaces in fully as good or better condition than existed prior to the operation.

B. The existing concrete paving shall be sawed or cut to straight edges 12-inches outside the edges of the trench or broken out to an existing joint, as directed by the Engineer. The concrete pavement shall be equal to the existing pavement thickness but not less than 6-inches in thickness for driveways.

C. Pavement shall be reinforced with 6 x 6 #10-10 wire mesh and shall be constructed with 3000 psi concrete.

3.14 RIP-RAP STREAM BANK SLOPE PROTECTION

A. The Contractor shall install rip-rap stream bank slope protection at locations directed by the Engineer. Rip-rap slope protection shall be 12-inches thick and shall meet State D.O.T. Standard Specifications.

3.15 TESTING

A. All pressure piping (lines not laid to grade) shall be given a hydrostatic test to the rated working pressure of the pipe, under which leakage shall not exceed 10 gallons per 24 hours per inch of diameter per mile of pipe. Loss of water pressure during test shall not exceed 10 psi in a 24 hour period, 5 psi in a 10 hour period or, 0 psi in a 4 hour period.

B. Leakage in pipelines, when tested under pressure of 50 psi excess of normal operating pressure, shall not exceed 10 gallons per 24 hours per inch of diameter per mile of pipe.

C. Contractor shall furnish a recording gauge and water meter for measuring water used during leakage test and recording pressure charts during duration of test. Recording pressure charts shall be turned over to the Engineer at conclusion of tests. The pressure recording device shall be suitable for outside service, with a range from 0-200 psig, 400 psi for the class 350 pipe, 24- hour spring wound clock, designed for 9-inch charts, and shall be approved by the Engineer. For Contractor's information only, such pressure recording devices may be available from the Foxboro Company, Foxboro, Massachusetts; Bristol Division of ACCO, Waterbury, Connecticut; or Weksler Instruments Corporation, Freeport, New York.

D. Pipelines shall be tested before backfilling at joints except where otherwise required by necessity or convenience.

E. Duration of test shall be not less than four (4) hours where joints are exposed and not less than 24 hours where joints are covered.

F. Where leaks are visible at exposed joints and/or evident on the surface where joints are covered, the joints shall be laid and leakage must be minimized, regardless of total leakage as shown by test.

G. All pipe, fittings, valves, and other materials found to be defective under test shall be removed and replaced at no additional expense to the Owner.

H. Lines which fail to meet tests shall be repaired and retested as necessary until test requirements are complied with.

I. Where nonmetallic joint compounds are used, pipelines should be held under normal operating pressure for at least three days before testing.

J. The Owner will provide initial water for testing the pressure piping. Should the first test fail to pass, all additional water required for subsequent tests shall be furnished at the Contractor's expense.

K. The cost of testing of pressure piping is incidental and is to be included in the Contractor's unit Contract Price.

3.16 CLEAN UP

A. Upon completion of installation of the piping and appurtenances, the Contractor shall remove all debris and surplus construction materials resulting from the Work. The Contractor shall grade the ground along each side of pipe trenches in a uniform and neat manner leaving the construction area in a shape as near as possible to the original ground line.

3.17 DISINFECTION OF POTABLE WATER LINES

A. The new potable waterlines shall not be placed in service--either temporarily or permanently--until they have been thoroughly disinfected in accordance with the following requirements and to the satisfaction of the Engineer.

B. After testing, a solution of hypochlorite using HTH or equal shall be introduced into the section of the line being disinfected sufficient to insure a chlorine dosage of at least 50 ppm in the main. While the solution is being applied, the water should be allowed to escape at the ends of the line until tests indicate that a dosage of at least 50 ppm has been obtained throughout the pipe. Open and close all valves and cocks while chlorinating agent is in the piping system. The chlorinated water shall be allowed to remain in the pipe for 24 hours, after which a residual of at least 25 ppm shall be obtained. The disinfection shall be repeated until 25 ppm is obtained after which time the main shall be thoroughly flushed until the residual chlorine content is not greater than 1.0 ppm, and then may be connected to the system. Also, no additional payment will be allowed for providing taps for chlorine injection and/or flushing, if necessary. The Contractor is responsible for the disposal of highly chlorinated water flushed from the main.

3.18 ALTERNATE METHOD OF INSTALLATION

A. In lieu of traditional trenching methods for pipe installation, with the approval of the Engineer, the Contractor may choose to install the pipe utilizing the trenchless

technology of horizontal directional drilling (HDD). Horizontal directional drilling shall be as specified in Section 02508.

END OF SECTION

SECTION 02515 - VALVES

PART 1 - GENERAL

1.01 SCOPE OF WORK

A. Provide all labor, materials, equipment and services required to furnish and install all valves shown on the Drawings and/or specified herein.

1.02 RELATED WORK SPECIFIED ELSEWHERE

A. Drawings and General Provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification sections, apply to work of this Section.

B. Piping is specified in Division 2 Specification sections.

1.03 SUBMITTALS

A. Descriptive literature, catalog cuts, and dimensional prints clearly indicating all dimensions and materials of construction, shall be submitted on all items specified herein to the Engineer for review before ordering. Comply with provisions of Section 01340.

B. At the time of submission, the Contractor shall, in writing, call Engineer's attention to any deviations that the submittals may have from the requirements of the Engineer's Contract Drawings and Specifications.

PART 2 - PRODUCTS

2.01 GATE VALVES

A. Gate valves shall conform with AWWA C-509 standard, and shall be of the resilient seat type, iron body, fully bronze mounted, non-rising stem and have a design working pressure of 200 psi. Valves shall be of standard manufacturer and of the highest quality both as to materials and workmanship.

B. All gate valves shall be furnished with mechanical joint connections, unless otherwise shown on the Drawings or specified hereinafter.

C. An epoxy coating conforming to AWWA C-550 shall be applied to the interior and exterior ferrous surfaces of the valve except for finished or seating surfaces.

D. All gate valves shall have the name or monogram of the manufacturer, the year the valve casting was made, the size of the valve, and the working water pressure cast on the body of the valve.

E. Each gate valve shall be installed in a vertical position with a roadway type valve box. Gate valves set with valve boxes shall be provided with a 2-inch square operating nut and shall be opened by turning to the left (counter-clockwise). There shall be a maximum 48" depth of valve operating nut. Contractor must use extension stems, if necessary, to

raise operator nut within 48" of final grade.

2.02 HIGH PRESSURE ISOLATION BALL VALVE

A. Valves shall be bi-directional full port opening, three piece side entry, with high strength trunnion supported, blowout proof shaft. Drain valve shall be included for flushing and to verify seat integrity.

Materials:

Body:	Forged carbon steel A105/LF-2.
Ball:	A105LF-2 carbon steel with electroless nickel plating.
Stem:	A105/LF-2 carbon steel with electroless nickel plating.
Seat:	Glass filled TFE.
Seals:	Viton A.

Ratings:

Flanges:	ANSI class 300 raised face.
Press/Temp:	740 psi up to 100 degrees F. 675 psi up to 200 degrees F.
Actuator:	Gear operator with handwheel, matched, mounted and fully tested as an assembly by the valve manufacturer.

Valves should be coated inside and outside with epoxy per AWWA C-550 to the latest revision. Valves shall be equal to PBV trunnion support ball valves as manufactured by Zy-Tech Global Industries.

2.03 BUTTERFLY VALVES

A. All butterfly valves shall be of the tight closing, rubber seat type with Buna-N rubber seats, which are recess mounted and securely fastened to the valve body or to the valve disc. Seating surfaces shall be stainless steel. Valves shall be rated for 250 psi pressure (Class 250B) and shall be satisfactory for applications involving valve operation after long periods of inactivity. Valve discs shall rotate 90 degrees from the full open position to the tight shut position. Valves shall meet the full structural requirements of the application class of AWWA C504-87.

B. Valve bodies shall be constructed of cast iron ASTM A126, Class B and shall have integrally cast mechanical joint ends. Two trunnions for shaft bearings shall be integral with each valve body. Body thickness shall be strictly in accordance with AWWA C504. Valve shafts shall be constructed of 18-8 stainless steel or of approved construction.

C. Disc shall be constructed of any material described in AWWA C504, Section 3.4. All disc seating edges shall be smooth and polished. Valve shafts shall be a one piece unit extending full size through the valve disc and bearings or a two piece unit (stub-shaft type). Disc mounted seats shall be mechanically retained; body mounted seats shall be

bonded to the valve body. Bonded-in seats must be simultaneously molded in, vulcanized and bonded to the body and the seat. Bearings shall be corrosion resistant and self-lubricating: Henry Pratt Co., American Flow Control, M&H, or equal.

D. Operator shall be the traveling nut type, AWWA C504, Class 250.

E. All operators shall be fully gasketed and grease packed and designed to withstand submersion in water to 10 psi. Valve shall open with a counterclockwise rotation of the operator, and operation shall closely resemble conventional distribution valve practice and shall minimize water hammer. Operator shall be equipped for buried service.

F. Butterfly valves shall be supplied for mains 14" and larger where shown on the Plans.

G. All surfaces of the valve shall be clean, dry and free from grease before painting. An epoxy coating conforming to AWWA C550 shall be factory applied to the interior and exterior ferrous surfaces of the valve except for finished or seating surfaces.

H. Hydrostatic and leakage tests shall be conducted in strict accordance with AWWA C504, Section 5.

I. Butterfly valves installed in the ground shall have the operator nut in a vertical position for use in a roadway type valve box.

J. There shall be a maximum 48" depth to valve operator nut. Contractor must use extension stems, if necessary, to raise operator nut within 48" of the final grade.

K. Butterfly valves shall be sized as shown on the Drawings.

2.04 AIR RELEASE VALVES AND BOXES

A. Air release valves and boxes shall be installed at locations to be determined in the field by the Engineer. Air release valve stems shall be connected to the main by a corporation stop and a tapping saddle. An isolation ball valve shall be furnished and installed between the air release valve and corporation stop. Valves shall be suitable for average working water pressure of 300 psi, and be fitted with 1/8-inch orifices. Valves shall be equipped with cast iron body and cove, stainless steel float, Buna-N seat and bronze linkage.

B. Air release valves installed on water mains shall have a 1-inch inlet. All air release valves shall be Figure 920-H as manufactured by Golden Anderson or equal.

C. Air release valves shall be installed at the high point of the water main and shall be connected on the main by a corporation stop with a female I.P.S. threaded outlet. The inlet pipe to the valve shall be ASTM B 43 extra strong seamless red brass pipe with I.P.S. male threaded ends. Corporation stops and pipe shall be rated for a working pressure of 300 psi.

2.05 COMBINATION VACUUM RELIEF AND AIR RELEASE VALVE WITH ACCESS MANHOLE

A. Combination Vacuum Relief and Air Release Valves shall be installed at the locations shown on the Contract Drawings.

B. Combination Vacuum Breaking and Air Release Valve shall open to admit large amounts of air when the pressure in the pipeline or vessel falls below atmospheric, reclose upon restoration of positive pressure and release small amounts of accumulated air while pressurized.

C. Combination Vacuum Breaking and Air Release Valve shall consist of two independent valves; a Vacuum Breaking Valve and Air Release Valve, piped together and tested as a unit. Rapid entry of air into the valve shall be accomplished by having 10% more inflow area than the equivalent size of the valve.

D. The Vacuum Relief Valve shall be normally closed and open only when the pressure in the pipeline or vessel falls to approximately ¼ psi below atmospheric pressure.

E. The body of the valve shall be constructed of cast iron conforming to ASTM A126, Class B. The disc and seat ring shall be made of bronze conforming to ASTM B62. Tight shut-off shall be provided by a metal seat with a resilient seal. Internal spring shall be stainless steel. The air inlet shall be protected by a stainless steel screen and steel hood to prevent the entry of foreign materials.

F. The Air Release Valve shall be of adequate size to release small amounts of accumulated air at up to the maximum working pressure of the system. It shall have a cast iron body and cover conforming to ASTM A126, Class B, all stainless steel internal trim and float and a rubber seat for tight shutoff.

G. The Combination Vacuum Breaking and Air Release Valve shall be as manufactured by GA Industries, Inc., Mars, PA, their Figure 992 rated at 400 psi.

H. The Combination Air Valve Access Manhole shall be a 6-foot diameter precast manhole barrel section and shall be set on a concrete footer supported with crushed stone. The cover and frame shall be cast iron, with a 30 inch clear opening. Care shall be taken to ensure that manhole barrel does not rest on top of pipe.

I. Contractor to install pipe at sufficient depth to accommodate Valve height so that top of Valve is below ground level.

2.06 VALVE BOXES - BURIED VALVES (EXCEPT AIR RELEASE VALVES)

A. Valve boxes shall be of 5-1/4 inch standard cast iron, two-piece, screw type valve box with drop cover marked "WATER", "SEWER", "DRAIN", as applicable. Valve boxes for gate valves larger than 8 inches shall be three-piece. Valve boxes shall be accurately centered over valve operating nut, and backfill thoroughly tamped about them. Valve boxes shall not rest on the valves but shall be supported on crushed stone fill. They shall be set vertically and properly cut and/or adjusted so that the tops of boxes will be grade in any paving, walk or road surface, and 2 to 3 inches above finish grade in grass plots, fields, woods or other open terrain. In grass areas, provide concrete pad around valve box; slightly crown in all directions to shed water. Valve boxes and covers shall be as manufactured by Tyler Corporation, Opelika Foundry or equal.

B. Contractor shall furnish two (2) 6-foot T-handle operating wrenches for underground valves. Nut operator extensions for all valves buried deeper than 3 feet shall be provided with stem extensions sufficient to raise operator nut to within 3 feet of finished grade.

C. Circular hi-density polyethylene boxes shall be as manufactured by Mid-States Company, Lexington, Kentucky; Tallman Conduit Company, Louisiana, Missouri; or equal, size as

indicated on Drawings. Covers shall be solid one-piece flat lids, sized to fit box, as manufactured by Charlotte Pipe and Foundry, or equal.

D. Valve boxes inside a paving, walk, or road surface shall not be set on the valves but shall be supported on crushed stone fill.

E. Wherever valve boxes fall outside of the roadway pavement, the top of the box shall be set in a concrete slab 18" x 18" x 4" thick (or 18" circular x 4" thick) with the top of the slab and box flush with the top of the ground. This provision shall apply to all new and all existing valve boxes which fall within the limits of the contract, unless otherwise stated on the plans or ordered by the Engineer.

2.07 TAPPING SLEEVES AND VALVES

A. Tapping sleeves for connections to existing water lines shall be of the mechanical joint type suitable for working pressures of 200 psi and shall be Mueller No. H-615, American Valve and Hydrant No. 1004, M & H No. 1574, or equal, for taps up to 12" x 12". Tapping sleeves larger than 12" x 12" (up to 24" x 24") shall be of the mechanical joint type suitable for working pressure of 250 psi and shall be American Flow Control Series 2800, or equal.

B. Tapping Valves:

1. Tapping valves shall be of the mechanical joint type suitable for working pressures of 200 psi and shall be Mueller No. T-2360, American Valve and Hydrant No. 565, M & H No. 4751, or equal, for taps up to 12" diameter.

2. Tapping valves for taps larger than 12" diameter shall be of the mechanical joint type suitable for working pressure of 250 psi and shall be American Flow Control Series 2500, Mueller No. T-2361, or equal, and shall be side mounted with geared actuator.

C. All existing water mains to be tapped under this contract shall be exposed in order to verify line sizes prior to ordering tapping sleeves and valves.

PART 3 - EXECUTION

3.01 INSTALLATION

A. All valves shall be installed in accordance with details on the Contract Drawings and with the manufacturer's recommendations.

B. All valves shall be anchored in accordance with the details on the Contract Drawings.

END OF SECTION

SECTION 02517 - HYDRANTS

PART 1 - GENERAL

1.01 SCOPE OF WORK

A. Provide all labor, materials, equipment and services required for furnishing and installing all hydrants and appurtenances specified herein.

1.02 RELATED WORK SPECIFIED ELSEWHERE

A.	Earthwork:	Section 02300
B.	Valves - Utilities Services:	Section 02515
C.	Water Distribution Piping:	Section 02510

1.03 SUBMITTALS

A. Submit shop drawings and product data in accordance with Section 01340 of this specification.

B. Descriptive literature, catalog cuts, and dimensional prints clearly indicating all dimensions and materials of construction, shall be submitted on all items specified herein to the Engineer for review before ordering.

C. At the time of submission, the Contractor shall, in writing, call the Engineer's attention to any deviations that the submittals may have from the requirements of the Engineer's Contract Drawings and Specifications.

PART 2 - PRODUCTS

2.01 FLUSH HYDRANTS

A. The Contractor shall furnish and install flush hydrants and auxiliary gate valves where shown on the Drawings or directed by the Engineer. Hydrants shall conform in all respects to the most recent requirements of AWWA C502. Hydrant barrel shall have safety breakage feature above the ground line. All hydrants shall have 6-inch mechanical joint shoe connection, one (1) 2-1/2-inch discharge nozzles, and two (2) 4 1/2-inch pumper nozzle with rubber gasketed caps fitted with cap chains. Cap nuts are to be five (5) sided. Connection threads shall be National Standard Thread. Main valve shall have 5-1/4-inch full opening and be of the compression type opening against water pressure so that valve remains closed should barrel be broken off.

B. Hydrants shall be fully bronze mounted. Main valve shall have a threaded bronze seat ring assembly of such design that it is easily removable by unscrewing from a threaded bronze drain ring. Bronze drain ring shall have multiple ports providing positive automatic drainage as the main valve is opened or closed. Drainage waterways shall be completely bronze to prevent rust and corrosion.

C. The operating nut shall be five (5) sided bronze or bronze with a five (5) sided ductile iron cap, and mounted so that a counter clockwise motion will open the valve. There must be cast on top an arrow and the word "Open" indicating the direction of turn to open the hydrant.

D. Operating stem shall be equipped with anti-friction thrust bearing to reduce operating torque and assure easy opening. Stop shall be provided to limit stem travel. Stem threads shall be enclosed in a permanently sealed lubricant reservoir protected from weather and the waterway with O-ring seals.

E. Hydrants shall be shop tested to 300 psi pressure with main valve both opened and closed. Under test the valve shall not leak, the automatic drain shall function and there shall be no leakage into the bonnet.

F. Type of shoe connection shall be mechanical joint and size shall be six inches (6").

G. Hydrants shall be given two (2) coats of enamel high visibility paint to be selected by the Owner.

H. Hydrants shall be Mueller Super Centurion Model A-423, or approved equal.

2.02 FLUSH HYDRANT BOX

A. Hydrant box and cover shall be cast iron with a minimum diameter of 16" and a minimum depth of 10".

B. The hydrant box shall not be attached to the hydrant at any point thus prohibiting loads from being transferred to the hydrant, standpipe, or connecting pipe. Hydrant box, when properly installed with cover, shall withstand a 25,000 pound load.

PART 3 - EXECUTION

3.01 SETTING OF FLUSH HYDRANTS

A. Location:

1. Hydrants shall be located as shown or as directed so as to provide complete accessibility and minimize the possibility of damage from vehicles or injury to pedestrians.

2. When placed behind the curb, the hydrant barrel shall be set so that the pumper or hose nozzle cap will be a minimum of five feet (5') from the back of curb.

3. When set in the lawn space between the curb and the sidewalk or between the sidewalk and the property line, no portion of the hydrant or nozzle cap shall be within six inches (6") of the sidewalk.

B. Position:

All hydrants shall be set plumb with not less than two (2) cubic feet of crushed stone and shall have their nozzles parallel with the roadway, with the pumper nozzle facing toward

the roadway. Hydrants shall be set to the established grade, with nozzles at least eighteen inches (18") above the ground, as shown or as directed by the Engineer.

C. Connection to Main:

Each hydrant shall be connected to the main with a six-inch (6") restrained joint ductile iron branch controlled by an independent six -inch (6") gate valve, unless otherwise specified.

D. Hydrant Drainage in Pervious Soil:

Whenever a hydrant is set in soil that is pervious, drainage shall be provided at the base of the hydrant by placing uncrushed course aggregate (AAHSTO M-43) No. 57 from the bottom of the trench to at least six inches (6") above the drain opening in the hydrant and to a distance of one foot (1') around the elbow. No drainage system shall be connected to a sewer.

E. Hydrant Drainage in Impervious Soil:

Whenever a hydrant is set in clay or impervious soil, a drainage pit two feet (2') in diameter and three feet (3') deep shall be excavated below each hydrant and filled compactly with uncrushed course aggregate (AASHTO M-43) No. 57 under and around the elbow of the hydrant and to a level of six inches (6") above the drain opening. No drainage pit shall be connected to a sewer (see Standard Details).

3.02 SETTING OF BLOW-OFF / DRAIN

A. Location:

Hydrants shall be located as shown on the Contract Drawings or as directed by the Owner or Engineer so as to provide complete accessibility and minimize the possibility of damage from vehicles or injury to pedestrians.

B. Position:

Hydrants shall be set plumb and to the established grade.

C. Connection to Main:

Hydrants shall be connected to the main by mechanical joint, screwed or flanged shoe. Mechanical joint shoes shall be fitted with strapping lugs.

D. Hydrant Drainage in Pervious Soil:

Whenever a hydrant is set in soil that is pervious, drainage shall be provided at the base of the hydrant by placing uncrushed course aggregate (AAHSTO M-43) No. 57 from the bottom of the trench to at least six inches (6") above the drain opening in the hydrant and to a distance of one foot (1') around the elbow. No drainage system shall be connected to a sewer.

E. Hydrant Drainage in Impervious Soil:

Whenever a hydrant is set in clay or impervious soil, a drainage pit two feet (2') in diameter and three feet (3') deep shall be excavated below each hydrant and filled

compactly with uncrushed course aggregate (AASHTO M-43) No. 57 under and around the elbow of the hydrant and to a level of six inches (6") above the drain opening. No drainage pit shall be connected to a sewer (see Standard Details).

F. Hydrant Box:

Hydrant box shall be installed at grade and per manufacturer's recommendations. Box shall not be attached to the hydrant at any point.

3.03 ANCHORAGE

A. The bowl of each hydrant shall be tied to the pipe with suitable anchor couplings, as shown on the Standard Details in the Drawings or as directed by the Owner or Engineer.

3.04 FLUSH HYDRANT WRENCHES

A. One (1) hydrant wrench shall be furnished for each ten (10) hydrants or less. When the number of hydrants furnished and installed exceeds twenty-five (25), one (1) hydrant repair kit shall be supplied at no additional cost to the Owner.

END OF SECTION

SECTION 02775 - SIDEWALKS

PART 1 - GENERAL

1.01 SCOPE OF WORK

A. Furnish all labor, materials, equipment and services required for constructing concrete sidewalks where shown on the Drawings and as specified herein,

1.02 RELATED WORK SPECIFIED ELSEWHERE

A. Earthwork: Section 02300

B. Concrete: Section 03300

PART 2- PRODUCTS

2.01 CRUSHED STONE

A. Stone for sidewalk base shall be No. 57 aggregate, or equal.

2.02 CONCRETE

A. Concrete for sidewalks shall be 3000 psi concrete.

2.03 REINFORCEMENT

A. The minimum yield strength of the reinforcement shall be 60,000 pounds per square inch. Bar reinforcement shall conform to the requirements of ASTM A615. All bar reinforcement shall be deformed.

B. Wire-mesh reinforcement shall be continuous between expansion joints. Laps shall be at least one full mesh plus 2", staggered to avoid continuous lap in either direction, and securely wired or clipped with standard clips.

2.04 PREMOLDED EXPANSION JOINT FILLER

A. Premolded expansion joint filler shall be closed cell polyethylene foam type, Sonneborn Sonoflex F, Williams Products Expand-O-Foam, or equal. Seal joint with one-part self. leveling polyurethane sealant, Sonneborn Sonolastic SL 1, or equal, maximum 3/8" deep. Prepare and prime joints per manufacturer's instructions.

PART 3- EXECUTION

3.01 BASE

A. Following finished grading, a base course of crushed stone shall be placed to a compacted thickness of four (4) inches. Immediately prior to placing concrete, crushed stone base shall be thoroughly wetted, or the concrete placed on a layer of heavy building paper.

3.02 SURFACE

A. Concrete paving shall consist of 4 or 6 inches (as noted) of 3,000 psi reinforced concrete, struck off to accurately placed screens and worked with a float until mortar appears on the top. After surface has been thoroughly floated, it shall be brushed to leave markings of a uniform type, providing non-slip finish. No dusting or plastering will be allowed.

3.03 FINISHING

A. All joints and edges shall be finished with an edging tool. Dummy joints shall be formed about five (5) feet apart to form rectangular blocks. Expansion joints of 1/2 inch premolded expansion joint material shall be provided at the intersection of all vertical surfaces with the sidewalks slabs and at approximately 20-feet intervals along the walks.

3.04 QUALITY CONTROL

A. The allowable variation shall be 1/8 inch to 10 feet transversely and longitudinally.

END OF SECTION

SECTION 02920 - LAWNS AND GRASSES

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

A. Provide all labor, materials, equipment, and services required for seeding of all disturbed areas caused by construction activities and for installation of sod where indicated on the Contract Drawings or specified herein.

1.02 RELATED DOCUMENTS

A. Drawings and General Provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to Work of this Section.

B. Earthwork: Section 02300

1.03 MAINTENANCE

A. Maintenance shall begin immediately following the last operation of installation for each portion of lawn.

B. Lawns shall be maintained by watering, mowing, and for resodding for a period of forty-five (45) days. At the end of this period an inspection will be made and any deficiencies, which may be attributable to the Contractor, will be noted in writing. At this time, the Owner will assume the maintenance. Another inspection will be made at the beginning of the next planting season, and any of the previously noted deficiencies still existing shall be repaired by the Contractor.

1.04 INSPECTION FOR ACCEPTANCE

A. The Inspection of the Work:

The inspection of the work of lawns to determine the completion of contract work exclusive of the possible replacement of plants, will be made by the Architect/Engineer upon written notice requesting such inspection submitted by the Contractor at least ten (10) days prior to the anticipated date.

B. Acceptance:

After inspection, the Contractor will be notified in writing by the Owner of acceptance of all work of this Section, exclusive of the possible replacement of plants subject to guaranty, or if there are any deficiencies of the requirements of completion of the Work.

PART 2 - PRODUCTS

2.01 WATER

A. Water used in this work shall be suitable for irrigation and free from ingredients harmful to plant life.

B. Hose and other watering equipment required for the Work shall be furnished by the Contractor.

2.02 TOPSOIL

A. The Contractor shall furnish and place sufficient topsoil for the seeding and installation of sod.

2.03 FERTILIZER

A. Commercial fertilizer for lawn areas shall be complete fertilizer, formula 10-10-10, for lawns and shall conform to the applicable state fertilizer laws. Fertilizer shall be uniform in composition, dry and free flowing and shall be delivered to the site in the original, unopened containers, each bearing the manufacturer's guarantee analysis. Any fertilizer which becomes caked or otherwise damaged making it unsuitable for use will not be accepted.

B. Fertilizer shall be applied at the rate of 25 pounds per 1,000 square feet.

2.04 GRASS SEED

A. The seed mixture to be sown shall be in the following proportions:

Common Name	Proportion By Weight	% of Purity	% of Germination
Fine Lawn Fescue	40	90	85
Chewings Fescue	25	90	85
Italian Rye Grass	20	90	85
Red Top	10	90	85
White Clover	5	95	90

B. All seed shall be fresh and clean and shall be delivered mixed, in unopened packages, bearing a guaranteed analysis of the seed mixture.

C. Germination must be certified to conform to the following minimums:

Purity	90%
Germination	85%

2.05 NATIVE WARM SEASON GRASS

A. The contractor shall sow native warm season grass in the area specified on the drawings.

B. Fields shall be sprayed with herbicide to kill fescue and other vegetation before seeding. Spraying can be done in mid to late spring with a plateau herbicide or during the fall on a warm sunny day with Roundup. Use sufficient quantities of herbicide for a complete kill. Herbicide applications should be done 2-4 weeks prior to planting.

C. The seed mixture to be sown shall be in the following proportions:

Common Name	Amount PLS (Pure Live Seed) lbs/acre
Big Bluestem	9
Indiangrass	10
Little Bluestem	7.5
Side-Oats Grama	2.5
Switchgrass	1

D. Seeded areas shall be maintained by watering, mowing, and for resodding for a period of ninety (90) days. At the end of this period, an inspection will be made and any deficiencies will be noted in writing. At this time, the Owner will assume the maintenance. Another inspection will be made at the beginning of the next planting season, and any of the previously noted deficiencies still existing shall be repaired by the Contractor.

E. For planting, drilling into a herbicide-treated stand of grass will result in less weed problems due to smothering by the residual stand of grass and also eliminates the risk of soil erosion. Native grasses are only to be planted ¼-inch deep.

F. Contractor shall follow the above guidelines for watering and fertilizing in sections 2.01 and 2.02.

G. For more information on planting native warm season grass refer to the Kentucky Department of Fish and Wildlife Resources website http://fw.ky.gov/native.asp.

2.05 SOD

A. Sod shall be at least 70% Bluegrass, strongly rooted and free of pernicious weeds.

B. It shall be mowed to a height not to exceed 3" before lifting, and shall be of uniform thickness with not over 1-1/2" or less than 1" of soil.

2.06 MULCH

A. Mulch for seeded areas shall be Conwed Hydro Mulch, Silva-Fiber, or equal. It shall be suitable for use in a water slurry or for application with hydraulic equipment.

B. Clean straw is acceptable as mulch. It shall be spread at the rate of one (1) bale per 1,000 feet (approximately 2 inch loose depth).

C. Mulch on slopes greater than 1: 3 shall be held in place with erosion control netting.

D. Mulch on areas subject to surface water run-off or in drainage ditches shall be held in

place with erosion control netting.

PART 3 - EXECUTION

3.01 TIME OF PLANTING

A. Planting operations shall be conducted under favorable weather conditions during seasons which are normal for such work as determined by accepted practice in the locality of the project. At the option and on full responsibility of the Contractor, planting operations may be conducted under unseasonable conditions without additional compensation.

3.02 LAWNS

A. Areas to be sodded are designated on the Drawings. All other lawn areas, including areas of cut and fill and where existing ground has been disturbed by construction operations shall be seeded.

B. Fertilizer:

Fertilizer shall be applied at the rate of 25 pounds per 1,000 square feet to the lawn area being prepared for planting and mixed lightly into the top few inches of topsoil. Fertilizer may be mixed with and distributed with grass seed.

C. Planting of Lawns:

1. Sowing of Seed:

Immediately before any seed is to be sown, the ground shall be scarified as necessary, and shall be raked until the surface is smooth, friable and of uniformly fine texture. Lawn areas shall be seeded evenly with a mechanical spreader at the rate of 4 pounds per 1,000 square feet of area, lightly raked, rolled with a 200-pound roller and watered with a fine spray. The method of seeding may be varied at the discretion of the Contractor on his own responsibility to establish a smooth, uniform turf composed of the grasses specified. The sowing of seed shall be done only within the season extending from March 1st to May 15th and from September 1st to October 15th, unless other seasons may be approved by the Owner.

2. Laying of Sod:

Before any sod is laid, all soft spots and inequalities in grade shall be corrected. Fertilizer spread shall be raked in. Sod shall be laid so that no voids occur, tamped or rolled and then thoroughly watered. The complete sodded surface shall be true to finished grade, even and firm at all points. Sodding shall be done only within the seasons extending from March 1st to May 15th and from September 1st to October 15th, unless other seasons may be approved by the Owner.

3. Sod on Slopes:

Sod on slopes 2 to 1 or steeper shall be held in place by wooden pins about 1-inch square and about 6 inches long driven through the sod into the soil until

they are flush with the top of the sod, or by other approved methods for holding the sod in place.

4. Mulching:

All seeded areas are to be mulched with Conwed Hydro Mulch, Silva-Fiber, or equal, or with clean straw as specified under PRODUCTS. Mulch shall be applied at the rate of 1,500 pounds per acre. It may be applied with hydraulic equipment or may be added to the water slurry in a hydraulic seeder and the seeding and mulching combined in one operation. Clean straw may be spread by hand to cover the seeded areas at a depth of two (2) inches. Erosion control netting shall be installed and anchored per manufacturer's instructions in areas of slopes, ditches, or surface water runoff.

3.03 CLEAN UP

A. All soil, peat or similar material which has been brought over paved areas by hauling operations or otherwise, shall be removed promptly, keeping these areas clean at all times. Upon completion of the planting all excess soil, stone and debris which have not previously been cleaned up shall be removed from the site or disposed of as directed by the Owner. All lawns shall be prepared for final inspection.

3.04 OTHER WORK

A. The Contractor also shall be responsible for the repair of any damage caused by his activities or those of his subcontractors, such as the storage of topsoil or other materials, operations or equipment, or other usages to all on-site areas outside the contract limits. Such repair operations shall include any regrading, seeding or other work necessary to restore such areas to an acceptable condition.

3.05 QUALITY CONTROL

A. Areas seeded shall be protected until a uniform stand develops, when it will be accepted and the Contractor relieved of further responsibility for maintenance. Displaced mulch shall be replaced or any damage to the seeded area shall be repaired promptly, both in a manner to cause minimum disturbance to the existing stand of grass. If necessary to obtain a uniform stand, the Contractor shall refertilize, reseed and remulch as needed. Scattered bare spots up to one (1) square yard in size will be allowed up to a maximum of 10 percent of any area.

END OF SECTION

DIVISION 3

CONCRETE

SECTION 03300 - CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.01 SCOPE OF WORK

A. Provide all labor, materials, equipment and services required to furnish and install all cast-in-place concrete as indicated on the Drawings and specified herein.

B. All concrete construction shall conform to all applicable requirements of ACI 301 (latest), Specifications for Structural Concrete for Buildings, except as modified by the supplemental requirements specified herein.

1.02 RELATED WORK SPECIFIED ELSEWHERE

A. Earthwork: Section 02300

1.03 SUBMITTALS

The Contractor shall submit the following data for Engineer's review in accordance with Section 01340.

A. Concrete mix designs, test results and curves plotted to establish water-cement ratio if ACI 301-05 Section 4.2.3.4.b is followed.

B. Proposed mix designs and all necessary substantiating data used to establish the proposed mix designs if ACI 301-05 Section 4.2.3.1 is followed.

C. Mix designs shall be submitted for all mixes proposed or required to be used, including all mixes containing admixtures.

D. A certified copy of the control records of the proposed production facility establishing the standard deviation as defined in Paragraph 4.2.3.2. of ACI 301.

E. Submit shop drawings as specified in ACI 301. Submit shop drawing showing the location of proposed construction and control joints separate from the steel reinforcement shop drawings.

1. Construction Joints

2. Control Joints

3. Steel Reinforcement

1.04 QUALITY ASSURANCE

The Contractor shall obtain and have available in the field office at all times, the following references:

A. Specifications for Structural Concrete for Buildings ACI 301 (latest Revision).

B. Field Reference Manual: Specifications for Structural Concrete for Buildings SP-15 (89).

Available from:

The American Concrete Institute
Publications Department
P.O. Box 19150
Detroit, Michigan 48219-0150

C. Manual of Standard Practice - CRSI. (Latest Edition).

D. Placing Reinforcing Bars - CRSI (Latest Edition).

Available from:

Concrete Reinforcing Steel Institute
933 North Plum Grove Road
Schaumburg, Illinois 60173-4758

PART 2 - PRODUCTS

2.01 CLASSES OF CONCRETE AND USAGE

A. Structural concrete of the various classes required shall be proportioned by either Method 1 or Method 2 of ACI 301 to produce the following 28-day compressive strengths:

1. Selection of Proportions for Class A Concrete:

   a. 4,000 psi compressive for strength at 28 days.

   b. Type II cement plus dispersing agent and air.

   c. Max. (water)/(cement and dispersing agent) ratio = 0.45.

   d. Min. cement content = 564 lbs. (6.0 bags)/cu. yd. concrete.

   e. Nominal max. size coarse aggregate = No. 67 (3/4" max.) or No. 57 (1" max.). Walls with architectural treatment shall use No. 67 (3/4" max.).

   f. Air content = 6% plus or minus 1% by volume.

   g. Slump = 3" - 4" in accordance with ASTM C 143.

2. Selection of Proportions for Class B Concrete:

   a. 3,000 psi compressive strength at 28 days.

   b. Type I cement plus dispersing agent and air.

   c. Max. (water)/(cement and dispersing agent) ratio = 0.56.

   d. Min. cement content = 470 lbs. (5.0 bags)/cu. yd. concrete.

e. Nominal max. size coarse aggregate = No. 67 (3/4" max.) or No. 57 (1" max). Walls with architectural treatment shall use No. 67 (3/4" max.).

f. Air content = 6% plus or minus 1% by volume.

g. Slump - 3" - 4" in accordance with ASTM C 143.

B. Concrete shall be used as follows:

1. Class A concrete for all concrete work except as noted below.

2. Class B concrete for fill concrete, thrust blocks and topping over hollow-core slabs, and where indicated on the Drawings.

C. Type II cement conforming to ASTM C 150 shall be used in all structural concrete. The alkali content shall not exceed 0.6% calculated as sodium oxide. Cement for exposed to view concrete shall have a uniform color classification.

D. Coarse aggregate for concrete shall be size No. 57, as specified in ASTM C33 unless a smaller size aggregate is required to conform to provisions of Section 4.2.2.3 of ACI 301. Coarse aggregate shall conform to all requirements of ASTM C33.

E. Manufactured sand shall not be used as fine aggregate in concrete.

F. Flyash: Flyash shall not be used.

G. Silica Fume: Silica fume shall conform to ASTM C 1240. Use Force 10,000S Silica Fume by W.R. Grace; Sikacrete 950 by Sika Corporation; Rheomac SF 110 by Master Builders; or equal. Blended cements with interground silica fume will not be allowed.

1. Water content of liquid slurry silica fume admixtures shall be considered as part of the mixing water when calculating the water/cement ratio.

2. Silica fume shall be added at the batch plant as recommended by the manufacturer. For all types of mixing equipment, mix times shall be increased by 40 percent over the minimum mix time required to achieve mix uniformity as defined by ASTM C 94. For truck-mixed and central mixed concrete, maximum allowable batch size shall be 80 percent of the maximum as called out by ASTM 94.

2.02 ADMIXTURES

A. An air entraining admixture shall be used on all concrete and shall be synthetic air entrainment such as that manufactured by Master Builders or approved equal. Certification attesting to the percent of effective solids and compliance of the material with ASTM C 260 shall be furnished, if requested.

B. A water-reducing, set controlling admixture (nonlignin type) shall be used in all concrete. The admixture shall be a combination of polyhydroxylated polymers including catalysts and components to produce the required setting time based on job site conditions, specified early strength development, finishing characteristics required, and surface texture, as determined by the Engineer.

C. Certification shall be furnished attesting that the admixture exceeds the physical requirements of ASTM C 494, Type A, water-reducing and normal setting admixture, and when required, for ASTM C 494, Type D, water-reducing and retarding admixture when used with local materials with which the subject concrete is composed.

D. The admixture manufacturer, when requested, shall provide a qualified concrete technician employed by the manufacturer to assist in proportioning concrete for optimum use. He shall also be available when requested to advise on proper addition of the admixture to the concrete and on adjustment of the concrete mix proportions to meet changing job conditions.

E. The use of admixtures to retard setting of the concrete during hot weather, to accelerate setting during cold weather, and to reduce water content without impairing workability will be permitted if the following conditions are met:

The admixture shall conform to ASTM C494, except that the durability factor for concrete containing the admixture shall be at least 100 percent of control, the water content a maximum of 90 percent of control and length change shall not be greater than control, as defined in ASTM C 494.

F. Where the Contractor finds it impractical to employ fully the recommended procedures for hot weather concreting, the Engineer may at his discretion, require the use of a set retardant admixture for mass concrete 2.5 feet or more thick for all concrete whenever the temperature at the time concrete is cast exceeds 80°F. The admixture shall be selected by the Contractor subject to the review of the Engineer. The admixture and concrete containing the admixture shall meet all the requirements of these Specifications. Preliminary tests of this concrete shall be required at the Contractor's expense.

G. When more than one (1) admixture is used, all admixtures shall be compatible. They should preferably be by the same manufacturer.

H. Calcium chloride will not be permitted as an admixture in any concrete.

2.03 REINFORCEMENT

A. The minimum yield strength of the reinforcement shall be 60,000 pounds per square inch. Bar reinforcement shall conform to the requirements of ASTM A 615. All bar reinforcement shall be deformed.

B. Wire-mesh reinforcement shall be continuous between expansion joints. Laps shall be at least one full mesh plus 2 inches, staggered to avoid continuous lap in either direction, and securely wired or clipped with standard clips.

C. Smooth dowels shall be plain steel bars conforming to ASTM A 615, Grade 60, or steel pipe conforming to ASTM A 120, Schedule 80. Pipe, if used, shall be closed flush at each end with mortar or metal or plastic cap. Dowels shall be installed at right angles to construction joints and expansion joints. Dowels shall be accurately aligned parallel to the finished surface, and shall be rigidly held in place and supported during placing of the concrete. One end of dowels shall be oiled or greased or dowels shall be coated with high density polyethylene with a minimum thickness of 14 mils.

D. Reinforcement supports and other accessories in contact with the forms for members which will be exposed to view in the finished work shall be of stainless steel or shall have approved high-density polyethylene tips so that the metal portion shall be at least

one-quarter of an inch from the form or surface. Supports for reinforcement, when in contact with the ground or stone fill, shall be precast stone concrete blocks. Particular attention is directed to the requirement of Paragraph 3.3.2.4 of ACI Standard 301. These requirements apply to all reinforcement, whether in walls or other vertical elements, inclined elements or flatwork.

E. Particular care shall be taken to bend tie wire ends away from exposed faces of beams, slabs and columns. In no case shall ends of tie wires project toward or touch formwork.

2.04 OTHER MATERIALS

A. Anchorage items shall be of standard manufacture and of type required to engage with the anchors to be installed therein under other sections of the Specifications and shall be subject to approval by the Engineer.

1. Slots shall be galvanized dovetail-type as specified in Section "Masonry Work".

2. Inserts shall be malleable iron or steel, and of sturdy design adequate strength for the load to be carried. All inserts shall be galvanized. Adjustable wedge inserts shall have an integral loop or strap at the back, or shall be slotted to receive a special-headed bolt not smaller than 5/8-inch in diameter and of the required length and fitted with hexagonal nut. Other inserts shall be either threaded or slotted as required by their usage. Threaded inserts shall have integral lugs to prevent running.

3. Concrete anchors shall be an approved expansion type conforming to Federal Specification FF-S-325, Groups I, II, III, or VIII and shall be installed in strict accordance with the manufacturer's recommendations. Material for anchors shall be as specified in Section 05500 "Miscellaneous Metals". Anchors shall develop ultimate shear and pull out loads of not less than the following values in Class A concrete:

Bolt Diameter (Inches)	Min. Shear (Pounds)	Min. Pull-Out Load (Pounds)
2	4,500	4,600
5/8	6,900	7,700
3/4	10,500	9,900

B. Epoxy bonding adhesive used to bond fresh plastic concrete to sound, hardened concrete shall meet the following Specification. Contractor shall furnish a notarized certification by the manufacturer that the proposed material meets the Specification.

1. Material:

The epoxy material shall consist of a 2-component system whose components conform to the following requirements:

a. Component A - Component A shall be a modified epoxy resin of the epichlorohydrin bisphenol A condensation type, containing suitable viscosity control agents and having an epoxide equivalent of 180-200.

b. Component B - The B component shall be primarily a reaction product of one mole of an aliphatic polyamine and two moles of mono-functional

epoxide containing compounds modified with 2, 4, 6 tri (dimethylaminomethyl) phenol.

c. The component ratio of B to A by volume shall be as specified by the manufacturer.

2. Properties of Mixed Components:

a.	Solids Content	100% by weight
b.	Pot Life	25-35 min. @ 73□F.
c.	Tack-Free Time (Thin Film)	4-5-1/2 hrs @ 73□F.
d.	Final Cure ASTM D 695 (75% ultimate strength)	3 days at 73□F.
e.	Initial Viscosity (A+B)	2,000 cps. min at 73□F.
f.	Color Mixed	Straw

3. Properties of Cured Material (Neat Material):

a.	Tensile Strength ASTM D 638	3,000 psi min. @ 14 days 73□F. cure
b.	Tensile Elongation ASTM D 638, modified	2 - 2% at 14 days 73□F. cure
c.	Compressive Strength ASTM D 695	12,500 psi min. at 73□ F. cure
d.	Compressive Modules ASTM D 695	470,000 psi min. @ 28 days, 73□F cure
e.	Compressive Strength ASTM D 695	5,500 psi min. @ 24 days 73□F cure
f.	Water Pick-up ASTM D 570	1.5 max.

C. Flashing reglets shall be as specified in Section 07530. Reglets shall be correctly placed into forms prior to placing concrete in formwork.

D. Premolded expansion-joint filler strips shall conform to ASTM D 1752 and shall be 3/8-inch thick unless otherwise shown.

E. Joint sealants shall conform to ANSI A 116.1. The following joint sealants are acceptable:

1. Colma by Sika Chemical Corporation

2. Hornflex by A.C. Horn, Inc.

3. Sonolastic by Sonneborn Division of Contech, Inc.

F. Nonshrink grout shall be Embeco 636 grout by Master Builders Company, Euco Firmix grout by the Euclid Chemical Company, or equal. The approved product shall be delivered to the site of the Work in the original sealed containers, each bearing the trade name of the material and the name of the manufacturer.

G. Hardeners and dustproofers shall be colorless, aqueous solution of zinc or magnesium fluosilicate. Each gallon of solution used for the first application shall contain not less than one pound of crystals. Each gallon of solution used for subsequent application shall contain not less than two pounds of crystals. Materials shall be reviewed by the Engineer.

H. Porous fill shall be crushed rock or gravel of such size that all will pass a 1-1/2 inch screen and not more than 5 percent will pass a No. 4 screen, free from earth clay or other foreign substances.

I. Waterstops: Waterstops shall be styrene-butadiene rubber, standard (non-split) type, flat dumbbell shape (no center bulb), of size shown on Drawings, complete with fittings as required such as unions, vertical tees, vertical ells, flat crosses, flat ells, flat tees, etc. Waterstops shall be securely wired into place to maintain proper position during placement of fresh concrete, as shown on the Drawings. Care shall be taken in the installation of the waterstop and the placing of the concrete to avoid "folding" while concrete is being placed, and to prevent voids in the concrete surrounding the waterstop.

All materials, including adhesive, shall be W.R. Grave SERVICISED Construction Products; Williams Products, Inc.; Construction Gaskets, Inc.; or equal, and shall be installed in accordance with the manufacturer's recommendations.

J. Form Liners: Form liners for construction of fluted wall treatment shall be prefabricated plastic liners as manufactured by Greenstreak Plastic Products, Interform Company, or Symons Corporation.

Liners shall be fiberglass or ABS (acrylonitrile - butadiene - styrene) of such configuration as to obtain the fluted pattern shown or indicated on the Drawings.

For purposes of designating type and quality of material required, form liners shall be pattern 361 trapezoidal liners as manufactured by Greenstreak Plastic Products.

Preparation of forming materials, sealing of joints to prevent grout leakage and form release treatment (if required) shall be in strict compliance with the manufacturer's printed instructions and recommendations.

PART 3 - EXECUTION

3.01 FINISHES

A. Exposed to Public View Concrete Surfaces:

1. All concrete exposed to view in the completed structure shall be produced using materials and workmanship to such quality that only nominal finishing will be required. The provisions of paragraphs 6.2.2.1 and 6.3.6 of ACI 301 shall apply to all exterior exposed to public view concrete surfaces, including the outside surfaces of tanks.

2. Forms for exposed concrete surfaces shall be exterior grade, high-density overlay plywood, steel, or wood forms with smooth tempered hard-board form-liners.

3. Forms shall be coated with an approved release agent before initial pour and between subsequent pours, in accordance with the manufacturer's printed instructions. Form boards shall not be wet water prior to placing concrete.

4. Recessed joints in concrete shall be formed using lacquer-coated wood battens or forms, milled to indicated profiles. Battens and corner strips shall be carefully inspected before concrete is placed and damaged pieces replaced.

5. Chamfer strips shall be one (1) inch radius with leg, polyvinyl chloride strips by Gateway Building Products, Saf-T-Grip Specialties Corp., Vinylex Corp., or equal.

6. Particular attention is directed to the requirements of paragraphs 5.3.3.3G and 6.3.3 of ACI 301. Form panels shall be provided in the maximum sized practicable in order to minimize form joints. Wherever practicable, form joints shall occur at recessed joints. All form joints in exterior exposed to view surfaces shall be carefully caulked with an approved nonstaining caulking compound. Joints shall not be taped. Form oil or other material which will impart a stain to the concrete shall not be allowed to contact concrete surfaces.

7. Care shall be taken to prevent chipping of corners or other damage to concrete when forms are removed. Exposed corners and other surfaces which may be damaged by ensuing operations shall be protected from damage by boxing, corner boards or other approved means until construction is completed.

8. Form ties shall remain in the walls and shall be equipped with a waterseal to prevent passage of water through the walls. Minimum set back of form ties shall be 1-1/2 inches from faces of wall. The hole left by removal of tie ends shall be sealed and grouted in accordance with the procedure described hereinafter in Par. 3.01.F. Form ties will be permitted to fall within as-cast areas of architecturally treated wall surfaces (ACI Chapter 13); this does not apply to walls receiving decorative waterproof masonry coating.

9. All formed exposed to view concrete surfaces shall have a "smooth rubbed finish". Exterior vertical surfaces shall be rubbed to one foot below grade. Interior exposed to public view vertical surfaces of liquid containers shall be rubbed to one (1) foot below the minimum liquid level that will occur during normal operations.

B. All vertical surfaces in liquid containing structures shall have a "smooth form" finish.

All "smooth form" concrete vertical surfaces shall be a true plane within 1/4 inch in ten (10) feet as determined by a ten (10) foot straightedge placed anywhere on the surface in any direction. Abrupt irregularities shall not exceed 1/8 inch.

C. Basin, flume, conduit and tank floors shall have a "troweled" finish unless shown otherwise on Drawings.

D. Weirs and overflow surfaces shall be given a "troweled" finish.

E. Exterior platforms, steps and landings, shall be given a "broom" finish. "Broom" finish shall be applied to surfaces which have been steel-troweled to an even, smooth finish. The troweled surface shall then be broomed with a fiber-bristle brush in the direction transverse to that of the main traffic.

F. Patching of holes due to removal of tie ends and other repairable defective areas, shall be as follows: Entire contact area of hole shall be coated with two-part moisture insensitive epoxy bonding compound as specified in Par. 2.04.B. in accordance with manufacturer's specifications, and prior to placing of freshly mixed patching mortar. Parching mortar shall be mixed and placed in general accordance with ACI Par. 5.3.7.5.

G. For floors and slabs in which drains occur, special care shall be exercised to slope the floors uniformly to the drains. All floors with drains shall be sloped not less than 1/8 inch per foot unless otherwise shown. In all areas where quarry tile or other materials requiring more than 1/4 inch drop are to be overlaid, the concrete base slab shall be depressed to provide a finished floor at the same elevation as surrounding areas.

3.02 TESTING

A. All testing shall be in accordance with provisions of ACI 301. Testing services listed in ACI Sections 1.6.4 shall be performed by a testing agency acceptable to the Engineer and Owner.

B. The testing services of ACI sections 1.6.4.2 and 1.6.4.3 shall be performed at the Contractor's expense. The Contractor shall be responsible for making concrete test cylinders, storing and protecting concrete cylinders and delivering cylinders to the Owner-approved testing laboratory.

C. Testing services of ACI Section 1.6.4.4 shall be paid for by the Contractor. Test shall be made for each 50 cubic yards of concrete and/or each day concrete is placed.

3.03 ADDITIONAL REQUIREMENTS

A. Unless otherwise directed by the Engineer, the vertical surfaces of footings shall be formed. Excavations and reinforcement for all footings shall have been inspected by the Engineer before any concrete is placed.

B. The installation of underground and embedded items shall be inspected before slabs are placed. Pipes and conduits shall be installed below the concrete unless otherwise indicated. Fill required to raise the subgrade shall be placed as specified in Section 02300 "Earthwork". Porous fill not less than 6 inches in compacted thickness shall be installed under all slabs, tank bottoms, and foundations. The fill shall be leveled and uniformly compacted to a reasonably true and even surface. The surfaces shall be clean, free from frost, ice, mud and water. Waterproof paper, polyethylene sheeting of nominal 4-mil minimum thickness, or polyethylene-coated burlap shall be laid over all surfaces receiving concrete.

C. Concrete shall be placed in layers not over 18 inches deep and each layer shall be compacted by mechanical internal-vibrating equipment supplemented by hand spading, rodding and tamping as directed. Vibrators shall not be inserted into lower courses that have begun to set.

D. Concrete that is truck mixed or transported in truck mixers or truck agitators shall be delivered to the site of the work and discharged completed in the forms within the time specified in Paragraph 11.7 of ASTM C 94 except that when the concrete temperature exceeds 85°F., the time shall be reduced to 45 minutes. Transit-mixed concrete that is completely mixed at the site of concrete placement or batched cement and aggregates transported to mixers shall be placed in the forms within 1-1/2 hours after cement has been added. Concrete shall be placed in the forms within 15 minutes after discharge from the mixer at the job site.

E. If concrete is placed by pumping, no aluminum shall be used in any parts of the pumping system which contact or might contaminate the concrete. Aluminum chutes and conveyors shall not be used.

F. All concrete surfaces not in contact with forms shall be moist cured by the application of absorptive mats or double thicknesses of fabric kept continuously wet. Forms shall be kept continuously wet. Use of other curing methods will not be permitted unless written authorization is received from the Engineer.

G. The unit of operation shall not exceed 30 feet for tank walls and walls exposed to weather, and 45 feet for other work in any horizontal direction and not less than 48 hours shall elapse between castings of adjoining units unless these requirements are waived by the Engineer. Provision shall be made for jointing successive units as indicated or required to be made at spacing of approximately 25 feet. Additional construction joints required to satisfy the 25 foot spacing shall be located by the Contractor subject to the review of the Engineer. The Contractor shall submit for review drawings separate from the steel reinforcing drawings, showing the location of all proposed construction joints. All construction joints shall be prepared for bonding by roughening the surface of the concrete in an acceptable manner which will expose the aggregate uniformly and will not leave laitance, loosened particles of aggregate or damaged concrete at the surface. Joints in walls and columns shall be maintained level. Concrete shall be placed in layers not over 18 inches deep and each layer shall be compacted by mechanical internal-vibrating equipment supplemented by hand spading, rodding and tamping as directed. Vibrators shall not be inserted into lower courses that have begun to set.

H. Formwork for beam soffits and slabs and other parts that support the weight of concrete, shall remain in place until the concrete has reached its specified 28-day strength, unless otherwise specified or permitted.

I. Concrete Walks and Curbs:

1. Subgrade shall be true and well compacted at the required grades. Spongy and otherwise unsuitable material shall have been removed and replaced with approved material. Concrete walks shall be placed upon porous fill covered with waterproof paper, polyethylene sheeting of nominal 4-mil minimum thickness or polyethylene-coated burlap.

2. Concrete walks shall be not less than 4 inches in thickness. Walks shall have contraction joints every 5 linear feet in each groove in the top surface of the slab to a depth of at least one-fourth the slab thickness with a jointing tool. Transverse expansion joints shall be installed at all returns, driveways, and

opposite expansion joints in adjacent curbs. Where curbs are not adjacent, transverse expansion joints shall be installed at intervals of approximately forty (40) feet. Sidewalks shall receive a "broomed" finish. Scoring shall be in a transverse direction. Edges of the sidewalks and joints shall be edged with a tool having a radius not greater than 1/6 inch. Sidewalks adjacent to curbs shall have a slope of 1/4 inch per foot toward the curb. Sidewalks not adjacent to curbs shall have a slope of 1/4 inch per foot. The surface of the concrete shall show no variation in cross section in excess of 1/4 inch in 5 feet. Concrete walks shall be reinforced with 66-1010 welded wire fabric.

3. Concrete curbs shall be constructed to the section indicated on the Standard Detail, and all horizontal and vertical curves shall be incorporated as indicated or required. Forms shall be steel as approved by the Engineer. At the option of the Contractor, the curbs may be precast or cast-in-place. Cast-in-place curbs shall be divided into sections 8 to 10 feet in length using steel divider plates. The divider plates shall extend completely through the concrete and shall be removed. Precast curbs shall be cast in lengths of 4 to 5 feet. All exposed surfaces of concrete shall be finished smooth. All sharp edges and the edges of joints and divisions shall be tooled to 1/4 inch radius. Steel reinforcement shall be installed where the curb crosses pipe trenches or other insecure foundations. Such reinforcement shall consist of two (2) No. 4 deformed bars near the bottom of the curb and shall extend at least 24 inches beyond the insecure area. Transverse expansion joints shall be installed at all curb returns and at intervals of approximately 40 feet.

J. Column base plates, bearing plates for beams and similar structural members, machinery and equipment bases shall, after being plumbed and properly positioned, be provided with full bearing with nonshrink grout. Concrete surfaces shall be rough, clean, free of oil, grease, and laitance and shall be moistened thoroughly immediately before grout is placed. Metal surfaces shall be clean and free of oil, grease and rust. Mixing and placing shall be in conformance with the material manufacturer's printed instructions. After the grout has set, exposed surfaces shall be cut back one (1) inch and covered with a parge coat of mortar consisting of one (1) part Portland cement, two (2) parts sand and sufficient water to make the mixture placeable. Parge coat shall have a smooth dense finish. Exposed surfaces of grout and parge coat shall be water cured with wet burlap for seven (7) days.

K. Grout fill which is formed in place by using rotating equipment as a screen, such as clarifiers and similar types of equipment, shall be mixed in proportions and consistencies as required by the manufacturer or supplier of the equipment.

L. Watertightness:

1. The structures which are intended to contain liquids and/or will be subjected to exterior hydrostatic pressures shall be so constructed that, when completed and tested, there shall be no loss of water and no wet spots shall show.

2. As soon as practicable, after the completion of the structures, the Contractor shall fill them with water and if leakages develop or wet spots show, the Contractor shall empty such structures and correct the leakage in an approved manner. Any cracks which appear in the concrete shall be dug out and suitably repaired. Temporary bulkheads over pipe openings in walls shall be provided as required for the testing.

3. After repairs, if any are required, the structures shall be tested again and further repaired if necessary until satisfactory results are obtained. All work in connection with these tests and repairs shall be at the expense of the Contractor.

4. Waterstops shall be placed in other locations as indicated on the Drawings and as may be required to assure the watertightness of all containers of liquids. Special shop fabricated ells, tees and crosses shall be provided at junctions. Waterstops shall be extended at least 6 inches beyond end of placement in order to provide splice length for subsequent placement. In slabs and tank bottoms, water stops shall be turned up to be made continuous with waterstops at bottom of walls or in walls.

5. Joints between pipe (except cast iron wall pipe) and cast-in-place concrete walls shall be sealed by means of a groove cast completely around the pipe; the groove shall be filled with a quick setting hydraulic compound similar and equal to Waterplug as made by Standard Dry Wall Products, Inc., mixed and applied in accordance with the manufacturer's instructions.

M. Unless otherwise shown or directed, all pumps, other equipment, and items such as lockers, motor control centers and the like, shall be installed on concrete bases. The bases shall be constructed to the dimensions shown on the plans or as required to meet plan elevations. Where no specific plan elevations are required, the bases shall be 6 inches thick and shall extend 3 inches outside the metal equipment base. In general, the concrete bases shall be placed up to 1-inch below the metal base. The equipment shall then be properly shimmied to grade and the 1-inch void filled with nonshrink grout. Prior to the final set of the grout it shall be cut back and the edge plastered with 1:2 cement mortar.

N. Concrete which, in the opinion of the Architect-Engineer, has excessive honeycomb, aggregate pockets or depressions will be rejected and the Contractor shall, at his own expense, remove the entire section containing such defects and replace it with acceptable concrete.

O. Manhole or access steps shall be plastic, constructed of copolymer polypropylene meeting the requirements of ASTM D 2146 for Type II, Grade 16906 material. Step shall be reinforced with ASTM A 615, Grade 60, #4 deformed steel reinforcing bar, be 9" deep, 14" wide, provided with notched tread ridge, foot retainer lugs on each side of tread and penetration stops for press fit installation. Plastic steps shall be PS2-PF as manufactured by M.A. industries, Inc., Peachtree City, Georgia. Steps shall be installed by drilling 1" diameter holes, minimum 3-3/4 inches deep into the wall, and then driving steps into hole to the penetration stop, resulting in a press fit condition.

P. Tank pressure relief valves shall be 6" diameter Neenah Foundry Company R-5001-1, American Valve & Hydrant B315.1, or equal, floor type, with outside hooks or inside self-contained lock; quantity and spacing as shown on structural drawings. No part of pressure relief valves shall project above the neat line of the tank floor to prevent fouling of scraper mechanisms where used.

Q. All existing contact surfaces with new patch shall be coated with moisture insensitive epoxy bonding adhesive, Sikadur Hi-Mod, Sonobond, or equal. Patch shall consist of base pour of 4,000 psi structural concrete, then a topping of non-shrink natural aggregate grout, Master Builders Masterflow 713, Sonogrout, or equal, mixed and placed in accordance with manufacturer's instructions, to the thicknesses shown on Drawings. Coat base pour with epoxy bonding adhesive prior to placing grout course.

END OF SECTION

SECTION 03405A - PRECAST CONCRETE WET WELLS AND VALVE VAULTS

PART 1 - GENERAL

1.01 SCOPE OF WORK

A. Provide all labor, materials, equipment and services required to furnish and install all precast sections as shown on the Drawings and specified herein.

1.02 RELATED WORK SPECIFIED ELSEWHERE

A. Cast-in-Place Concrete: Section 03300

B. Access Hatches: Section 08370

1.03 SUBMITTALS

A. Shop drawings shall be submitted in accordance with Section 01340.

1.04 QUALITY ASSURANCE

A. All precast concrete shall conform to all applicable provisions of Section 03300 "Cast-in-Place Concrete."

B. The following publications form a part of this Specification to the extent indicated by the reference thereto:

1. ASTM C478.
2. ASTM C 76.
3. ASTM C850.

PART 2 - PRODUCTS

2.01 PRECAST CONCRETE VALVE VAULT

A. Dimensions

Inside dimensions as shown on Drawings.

B. Concrete Strength

Type I, 4000 psi at 28 days (85% strength prior to handling).

C. Wall Slabs

Unless thickness noted on plans, minimum six (6) inches thick, minimum square inches of steel per vertical foot of wall shall be 0.0025 times the longest vault wall dimension, in inches, with strength to support H20 traffic loading.

D. Top and Bottom Slabs

Unless thickness noted on plans:

1. H20 traffic loading - per vault manufacturer; but in no case shall top and bottom slabs be less than eight (8) inches thick and have minimum #4 rebar placed on 6-inch centers, each way.
2. Non-traffic loading - Minimum top and bottom slab thickness of eight (8) inches with #4 rebar placed on 12-inch centers, each way.

E. Steel Reinforcement

Unless resteel noted on plans, minimum steel reinforcement shall be as noted In Articles C and D of this paragraph (2.01). Minimum yield strength of reinforcement shall be 60,000 psi. Steel reinforcement shall have-2-inch clearance to slab edge.

F. Conformance

Concrete shall conform to ACI 301. Reinforcement shall conform to ASTM A615, A616, or A617.

G. Manufacturer: Cloud Concrete Products.

2.02 CONCRETE BASE AND TOP SLABS

A. Reinforced concrete base and top slab shall be 4,000 psi concrete of the dimensions shown on the Drawings and conforming to the requirements of Section 03300 hereinbefore.

B. A precast concrete top slab (for the wet well) may be used in lieu of the cast-in-place top slab shown on the Drawings. Reinforcing shall be equivalent to that shown on the Drawings. Wet well access hatch and wet well vent shall be cast in the top slab.

2.03 JOINT SEALERS

A. Joints shall be sealed with AASHTO M-198-75 performed flexible butyl type joint sealant, Hamilton-Kent "Kent-Seal No. 2", K. T. Snyder Company "Rub'r-Nek", Press Seal Gasket "E-Z Stik," or equal; or joined with bituminous mastic joint sealing compound meeting Kentucky Department of Transportation Specifications 807.02.04. When making joints with mastic compound, prime and seal all joints with primer supplied with the joint compound. Joints shall be watertight.

PART 3 - EXECUTION

3.01 JOINTS

A. Joints shall be sealed with an approved sealant as specified in Part 2, and shall be mortared or grouted.

B. When making joints with mastic compound, prime and seal all joints with primer supplied with the joint compound.

C. Joints shall be watertight.

END OF SECTION

DIVISION 5

METALS

SECTION 05511- ALUMINUM LADDERS

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Fixed aluminum wall ladders.

B. Fasteners and installation accessories.

1.02 RELATED SECTIONS

A. Section 06100 - Rough Carpentry

B. Section 08370- Access Hatches

1.03 REFERENCES

A. ANSI A14.3 - American National Standard for Ladders -- Fixed -- Safety Requirements; 1992.

B. ASTM B 210 - Standard Specification for Aluminum and Aluminum-Alloy Drawn Seamless Tubes; 2002.

C. ASTM B 221 - Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes; 2000.

D. ASTM B 308 - Standard Specification for Aluminum - Alloy T6061-T6 Standard Structural; 2002

E. OSHA 29 CFR Standard 1910.27 - Fixed ladders; Occupational Safety and Health Standards; current edition

1.04 SUBMITTALS

A. Submit under provisions of Section 01340.

B. Product Data: Manufacturer's data sheets on each product to be used, including:

1. Preparation instructions and recommendations.

2. Storage and handling requirements and recommendations.

3. Installation methods.

C. Shop Drawings: Detailed drawings showing complete dimensions, all materials, mounting attachments, and fabrication details.

1.05 QUALITY ASSURANCE

A. Manufacturer Qualifications: Company specializing in the engineering and manufacturing of metal ladders, with not less than twenty years of experience.

1.06 WARRANTY

A. See Section 01782 - Closeout Submittals, for additional warranty requirements.

B. Provide manufacturer's standard limited five-year warranty against defects in materials and workmanship.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

A. Acceptable Manufacturers: Subject to compliance with requirements, provide products of one of the following:

1. Alaco Ladder Co.
2. ACL Industries, Inc.
3. Jomy Products, Inc.
4. O'Keeffe's, Inc.

B. Requests for substitutions will be considered in accordance with provisions of Section 01631.

2.02 MATERIALS

A. Extruded Aluminum Profiles: ASTM B 221, ASTM B 210, ASTM B 308, Alloy 6061-T6; standard mill finish.

B. Aluminum Sheet and Plate: ASTM B 209, Alloy 6061-T6; standard mill finish.

C. Fasteners: Aluminum solid aircraft rivets rated at 300 lbs shear strength.

D. Cast fittings, connectors and rung ends: Cast Aluminum alloy 356

2.03 LADDERS

A. Ladders - General: Comply with ANSI A14.3 and OSHA regulations.

B. Fixed Wall Ladders: Extruded aluminum; serrated rungs 1-1/8 inches (29 mm) in diameter, connected to 2-7/8 inch (73 mm) side rail channels with cast aluminum rung connectors, each secured to rails by means of four solid aircraft rivets.

1. Capacity: 500 lbs (225 kg).

2. 24" Wide.

2.04 FINISHES

A. Provide all aluminum in standard mill finish.

PART 3 - EXECUTION

3.01 EXAMINATION

A. Do not begin installation until substrates have been properly prepared.

3.02 INSTALLATION

A. Install in accordance with manufacturer's instructions and approved shop drawings, and in compliance with ANSI A14.3 and OSHA 1910.27.

3.03 PROTECTION

A. Protect installed products until completion of project.

B. Touch-up, repair or replace damaged products before Substantial Completion.

END OF SECTION

DIVISION 7

THERMAL & MOISTURE PROTECTION

SECTION 07900 - JOINT SEALERS

PART 1 - GENERAL

1.01 SCOPE OF WORK

A. Provide all labor, materials, equipment and services for furnishing and installing the joint sealers in accordance with the Drawings and as specified herein.

B. The extent of each form and type of joint sealer is indicated on the drawings and includes but is not limited to, the following general locations:

1. Exterior wall joints.

2. Paving and sidewalk joints.

3. Joints at penetrations of walls, decks, and floors by piping and other services and equipment.

4. Joints between items of equipment and other construction.

5. Joints at windows, doors and louvers.

1.02 RELATED DOCUMENTS SPECIFIED ELSEWHERE

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.

1.03 SUBMITTALS

Comply with the requirements of Section 01340 as well as the requirements specified herein.

A. Product Data: Submit manufacturer's technical data for each joint sealer product required, including instruction for joint preparation and joint sealer application.

B. Samples for Initial Selection Purposes: Submit manufacturer's standard bead samples consisting of strips of actual products showing full range of colors available, for each product exposed to view.

C. Certificates: Submit certificates from manufacturers of joint sealers attesting that their products comply with specification requirements and are suitable for the use indicated.

1.04 QUALITY ASSURANCE

A. Installer Qualifications: Engage an Installer who has successfully completed within the last 3 years at least 3 joint sealer applications similar in type and size to that of this project and who will assign mechanics from these earlier applications to this project of which one will serve as lead mechanic.

B. Single Source Responsibility for Joint Sealer Materials: Obtain joint sealer materials from a single manufacturer for each different product required.

C. System Performance: Provide joint sealers that have been produced and installed to establish and maintain watertight and airtight continuous seals.

1.05 DELIVERY, STORAGE, AND HANDLING

A. Deliver materials to project site in original unopened containers or bundles with labels informing about manufacturer, product name and designation, color, expiration period for use, pot life, curing time and mixing instructions for multi component materials.

B. Store and handle materials to prevent their deterioration or damage due to moisture, temperature changes, contaminants, or other causes.

1.06 PROJECT CONDITIONS

A. Environmental Conditions: Do not proceed with installation of joint sealers under the following conditions:

1. When ambient and substrate temperature conditions are outside the limits permitted by joint sealer manufacturer or below 40 degrees F. (4.4 degrees C).

2. When joint substrates are wet due to rain, frost, condensation or other causes.

B. Joint Width Conditions: Do not proceed with installation of joint sealers when joint widths are less than allowed by joint sealer manufacturer for application indicated.

PART 2 - PRODUCTS

2.01 MATERIALS, GENERAL

A. Compatibility: Provide joint sealers, joint fillers and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by testing and field experience.

B. Colors: Provide color of exposed joint sealers indicated or, if not otherwise indicated, as selected by Architect from manufacturer's standard colors.

2.02 ELASTOMERIC JOINT SEALANTS

A. Elastomeric Sealant Standard: Provide manufacturer's standard chemically curing, elastomeric sealant of base polymer indicated which complies with ASTM C 920 requirements, including those for Type, Grade, Class, and Uses.

B. Two-Part Pourable Urethane Sealant: Type M; Grade NS; Class 25; Uses T, M, A, and as applicable to joint substrates indicated, O.

C. One-Part Nonsag Urethane Sealant: Type S; Grade NS; Class 25; Uses NT, M, A, and as applicable to joint substrates indicated, O.

D. Products: Subject to compliance with requirements, provide one of the following:

1. Two Part, Pourable, Urethane Sealant:

"Chem-Calk 550"; Bostik Construction Product Division
"Pourthane"; W.R. Meadows, Inc.
"Sonolastic Paving Joint Sealant"; Sonneborn Building Products Division, Rexnord Chemical Products, Inc.

2. One-Part Nonsag Urethane Sealant:

"Chem-Calk 900"; Bostik Construction Products Division
"Vulkem 116"; Mameco International, Inc.
"Sonolastic NP 1"; Sonneborn Building Products Division, Rexnord Chemical Products, Inc.

2.03 LATEX JOINT SEALANTS

A. Acrylic-Emulsion Sealant: Manufacturer's standard, one part, nonsag, acrylic, mildew-resistant, acrylic-emulsion sealant complying with ASTM C 384, formulated to be paintable and recommended for exposed applications on interior and on protected exterior exposures involving joint movement of not more than + or - 7.5%.

B. Products: Subject to compliance with requirements, provide one of the following:

"Chem-Calk 600"; Bostik Construction Products Division
"AC-20"; Pecora Corp.
"Sonolac"; Sonneborn Building Products Division; Rexnord Chemical Products, Inc.
"Tremco Acrylic Latex Caulk"; Tremco, Inc.

2.04 JOINT SEALANT BACKING

A. General: Provide sealant backings of material and type which are non-staining; are compatible with joint substrates, sealants, primers and other joint fillers; and are approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.

B. Plastic Foam Joint-Fillers: Preformed, compressible, resilient, non-waxing, non-extruding strips of plastic foam of material and size, shape and density to control sealant depth and otherwise contribute to producing optimum sealant performance. Provide either flexible, open cell polyurethane foam or non-gasing, closed-cell polyethylene foam, unless otherwise indicated, subject to approval of sealant manufacturer.

2.05 MISCELLANEOUS MATERIALS

A. Primer: Provide type recommended by joint sealer manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint sealer-substrate and field tests.

B. Cleaners for Nonporous Surfaces: Provide non-staining, chemical cleaner of type acceptable to manufacturer of sealant and sealant backing materials which are not harmful to substrates and adjacent nonporous materials.

C. Masking Tape: Provide non-staining, non-absorbent type compatible with joint sealants and to surfaces adjacent to joints.

PART 3 - EXECUTION

3.01 INSPECTION

A. Require Installer to inspect joints indicated to receive joint sealers for compliance with requirements for joint configuration, installation tolerances and other conditions affecting joint sealer performance.

B. Obtain Installer's written report listing any conditions detrimental to performance of joint sealer work.

C. Do not allow joint sealer work to proceed until unsatisfactory conditions have been corrected.

3.02 PREPARATION

A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealers to comply with recommendations of joint sealer manufacturers and the following requirements:

1. Remove all foreign material from joint substrates which could interfere with adhesion of joint sealer, including dust; paints, except for permanent protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer; oil; grease; waterproofing; water repellants; water; surface dirt and frost.

2. Clean concrete, masonry and similar porous joint substrate surfaces, by brushing, grinding, blast cleaning, mechanical abrading, acid washing or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealers. Remove loose particles remaining from above cleaning operations by vacuuming or blowing out joints with oil-free compressed air.

3. Remove latence and form release agents from concrete.

4. Clean metal and other non-porous surfaces by chemical cleaners or other means which are not harmful to substrates or leave residues capable of interfering with adhesion of joint sealers.

B. Joint Priming: Prime joint substrates where indicated or where recommended by joint sealer manufacturer based on preconstruction joint sealer-substrate tests or prior experience. Apply primer to comply with joint sealer manufacturer's recommendations. Confine primers to areas of joint sealer bond, do not allow spillage or migration onto adjoining surfaces.

C. Masking Tape: Use masking tape where required to prevent contact of sealant with adjoining surfaces which otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

3.03 INSTALLATION OF JOINT SEALERS

A. General: Comply with joint sealer manufacturer's printed installation instructions applicable to products and applications indicated, except where more stringent requirements apply.

B. Elastomeric Sealant Installation Standard: Comply with recommendations of ASTM C 962 for use of joint sealants as applicable to materials, applications and conditions indicated.

C. Latex Sealant Installation Standard: Comply with requirements of ASTM C 790 for use of latex sealants.

D. Installation of Sealant Backings: Install sealant backings to comply with the following requirements:

E. Install joint-fillers of type indicated to provide support of sealants during application and at position required to produce the cross-sectional shapes and depths of installed sealants relative to joint widths which allow optimum sealant movement capability. Do not leave gaps between ends of joint-fillers. Do not stretch, twist, puncture or tear joint-fillers. Remove absorbent joint-fillers which have become wet prior to sealant application and replace with dry material.

F. Installation of Sealants: Install sealants by proven techniques that result in sealants directly contacting and fully wetting joint substrates, completely filling recesses provided for each joint configuration and providing uniform, cross-sectional shapes and depths relative to joint widths which allow optimum sealant movement capability.

G. Tooling of Nonsag Sealants: Immediately after sealant application and prior to time skinning of curing begins, tool sealants to form smooth, uniform beads of configuration indicated, to eliminate air pockets and to ensure contact and adhesion of sealant with sides of joint. Remove excess sealants from surfaces adjacent to joint. Do not use tooling agents which discolor sealants or adjacent surfaces or are not approved by sealant manufacturer. Provide concave joint configuration per Figure 6A in ASTM C 962, unless otherwise indicated.

3.04 PROTECTION AND CLEANING

A. Protect joint sealers during and after curing period from contact with contaminating substances or from damage resulting from construction operations or other causes so that they are without deterioration or damage at time of substantial completion. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated joint sealers immediately and reseal joints with new materials to produce joint sealer installations with repaired areas indistinguishable from original work.

B. Clean off excess sealants or sealant smears adjacent to joints as work progresses by methods and with cleaning materials approved by manufacturers of joint sealers and of products in which joints occur.

END OF SECTION

DIVISION 8

WINDOWS & DOORS

SECTION 08370 - ACCESS HATCHES

PART 1 - GENERAL

1.01 SCOPE OF WORK

A. Provide all labor, materials, equipment, and service required for the complete installation of the access hatches as specified herein and shown on the Drawings.

1.02 RELATED WORK SPECIFIED ELSEWHERE

A. Cast-in-Place Concrete: Section 03300

B. Precast Concrete: Section 03400

1.03 SUBMITTALS

A. Submit product literature material specifications, dimension prints, and installation recommendations for Engineer review.

B. Comply with all provisions of Section 01340.

1.04 ACCEPTABLE MANUFACTURERS

A. Access hatches shall be as manufactured by the Bilco Company, New Haven, Connecticut; Babcock-Davis Associates, Inc., Arlington, Massachusetts; Milcor Division Inryco, Inc., Milwaukee, Wisconsin; or equal.

PART 2 - PRODUCTS

2.01 ACCESS HATCH FOR METER VAULT

A. Access hatch shall be double leaf, aluminum, gutter type, watertight, exterior, flush floor hatch design. Door leaves shall be 1/4 inch aluminum diamond pattern plate to withstand a live load of 300 pounds per sq. ft. Channel frames shall be 1/4 inches aluminum with an anchor flange around the perimeter. Provide 1-1/2 inch female NPT threaded aluminum drainage coupling welded under frame at right front corner for connection of drain pipe.

B. Door shall be equipped with heavy forged brass hinges, a lockable hasp for use with a padlock, stainless steel pins, spring operator for easy operation and an automatic hold-open arm with release handle. Provide inside stainless steel snap locks with removable wrench lift handle outside. Furnish threaded aluminum plug to seal lock aperture. Hardware shall be cadmium plated.

C. Doors and frames shall be mill finish with bituminous coating applied to the exterior of the frame. Hatches shall have an odor resistant gasket.

D. Size of hatch shall be 3'-0" by 3'-0".

PART 3 - EXECUTION

3.01 GENERAL

A. Installation shall be in accordance with manufacturer's instructions.

B. Manufacturer shall guarantee against defects in material of workmanship for a period of five years.

C. Unit shall be set with slight pitch toward drain. Furnish and install 1" diameter schedule 80 PVC plastic drainage pipe and fittings to connect to gutter drainage coupling, set in concrete and run to sump.

END OF SECTION