

Specifications

for:

Parkers Lake, Stearns, and Airport Road Tank Rehabilitation

McCreary County Water District
456 North US Hwy 27
Whitley City, Kentucky 42653

May 2022

Prepared by:



TABLE OF CONTENTS

SECTION	DESCRIPTION	PAGE
BIDDING REQUIREMENTS, CONTRACT FORMS AND REQUIREMENTS OF THE CONTRACT		
	ADVERTISEMENT FOR BIDS	1 - 2
	INSTRUCTIONS TO BIDDERS	1 - 11
	BID FORM.....	1 - 10
	NOTICE OF AWARD.....	1 - 1
	AGREEMENT BETWEEN OWNER AND CONTRACTOR (STIPULATED PRICE)	1 - 11
	NOTICE TO PROCEED	1 - 1
	PERFORMANCE BOND.....	1 - 3
	PAYMENT BOND.....	1 - 3
	APPLICATION FOR PAYMENT	1 - 2
	CERTIFICATE OF SUBSTANTIAL COMPLETION.....	1 - 1
	STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT	1 - 70
	SUPPLEMENTARY CONDITIONS.....	1 - 31
	CHANGE ORDER	1 - 1
	COMPLIANCE STATEMENT.....	1 - 2
	CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS.....	1 - 2
	CERTIFICATION FOR CONTRACTS, GRANTS, AND LOANS.....	1 - 1
	CONSTRUCTION PROJECT SIGN	1 - 1
	CERTIFICATE OF OWNER’S ATTORNEY	1 - 1
	ENGINEER’S CERTIFICATION OF FINAL PLANS AND SPECIFICATIONS.....	1 - 1
	GUIDANCE FOR USE OF EJCDC DOCUMENTS ON WATER AND WASTE DISPOSAL PROJECTS WITH RUS FINANCIAL ASSISTANCE	1 - 28
	GUIDANCE FOR IMPLEMENTATION OF AMERICAN IRON AND STEEL (AIS).....	1 - 30
DIVISION 1 - GENERAL REQUIREMENTS		
01010	SUMMARY OF WORK.....	1 - 2
01015	WORK SEQUENCE.....	1 - 2
01025	MEASUREMENT AND PAYMENT	1 - 4
01030	LABOR PROVISIONS.....	1 - 1
01040	COORDINATION	1 - 1
01070	ABBREVIATIONS AND SYMBOLS	1 - 2
01300	SUBMITTALS.....	1 - 4
01400	QUALITY CONTROL	1 - 2
01500	CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS	1 - 2
01535	PROTECTION OF INSTALLED WORK.....	1 - 1
01540	SECURITY	1 - 1
01560	TEMPORARY CONTROLS.....	1 - 1
01600	MATERIAL AND EQUIPMENT	1 - 2
01620	STORAGE AND PROTECTION.....	1 - 2
01700	PROJECT CLOSEOUT	1 - 3
01710	CLEANING	1 - 2

SECTION	DESCRIPTION	PAGE
01720	PROJECT RECORD DOCUMENTS.....	1 - 2
01740	WARRANTIES AND BONDS	1 - 2

DIVISION 5 - METALS

05500	MISCELLANOUS METALS, FASTENERS, SPECIAL FINISHES.....	1 - 16
-------	---	--------

APPENDIX A - PARKERS LAKE, STEARNS, AND AIRPORT ROAD TANK SPECIFICATIONS

APPENDIX B – TIDEFLEX MIXING SYSTEM

END OF TABLE OF CONTENTS

Bidding Requirements, Contract Forms and Requirements of the Contract

**MCCREARY COUNTY WATER DISTRICT
WHITLEY CITY, KENTUCKY
PARKERS LAKE, STEARNS, AND AIRPORT ROAD TANK REHABILITATION**

ADVERTISEMENT FOR BIDS

Sealed Bids for the construction of the **Parkers Lake, Stearns, and Airport Road Tank Rehabilitation** will be received by **McCreary County Water District**, at the office of the **456 North US Hwy 27, Whitley City, Kentucky 42653**, until **2:00PM** local time on **June 14, 2022**, at which time the Bids received will be **publicly** opened and read. The project entails the rehabilitation of the Parkers Lake, Stearns, and Airport Road Water Tanks. Proper tool cleaning, priming, and over-coating of each of the exterior and interior tank structures are recommended. All major and/or minor renovations and repairs of each of the three tanks will be addressed during the rehabilitation process as well.

Bids will be received for a single prime Contract. Bids shall be on a unit price and lump sum price basis, as indicated in the Bid Form.

The Issuing Office for the Bidding Documents is: **Lynn Imaging, 328 Old Vine Street, Lexington, Kentucky 40507 (859) 255-1021**. Prospective Bidders may examine the Bidding Documents at the Issuing Office on Mondays through Fridays between the hours of **7:30AM – 5:00PM**, and may obtain copies of the Bidding Documents from the Issuing Office as described below.

Bidding Documents also may be examined at **Eclipse Engineers PLLC, 113 West Mt. Vernon Street, Somerset, Kentucky 42501 (606) 451-0959**, at the office on Mondays through Fridays between the hours of **8:00AM – 5:00PM**.

Bidding Documents may be obtained from the Issuing Office during the hours indicated above or online at www.lynnimaging.com. Bidding Documents are available via download (as printable document format (PDF) files) for a non-refundable charge of \$ 100 **one hundred dollars**. Alternatively, printed Bidding Documents may be obtained from the Issuing Office either via in-person pick-up or via mail, upon Issuing Office's receipt of payment for the Bidding Documents. The non-refundable cost of printed Bidding Documents is \$ 200 **two hundred dollars** per set, payable to "**Lynn Imaging**", plus a non-refundable shipping charge. Upon Issuing Office's receipt of payment, printed Bidding Documents will be sent via the prospective Bidder's delivery method of choice; the shipping charge will depend on the shipping method chosen. The date that the Bidding Documents are transmitted by the Issuing Office will be considered the prospective Bidder's date of receipt of the Bidding Documents. Partial sets of Bidding Documents will not be available from the Issuing Office. Neither Owner nor Engineer will be responsible for full or partial sets of Bidding Documents, including Addenda if any, obtained from sources other than the Issuing Office.

No bid will be accepted unless the BIDDER is a *registered plan holder*. To become a *registered plan holder*, BIDDER must purchase at least one set of documents from Lynn Imaging and provide accurate name and contact information. Partial sets of documents will not be provided. Half-sized sets may be purchased for the full price. Questions shall be addressed to Alan R. Robinson, P.E. of Eclipse Engineers, PLLC, 113 West Mt. Vernon Street, Somerset, Kentucky 42501 (606-451-0959) as stated in the Specifications or by email to arobinson@eclipseengineers.net.

The OWNER reserves the right to waive any informality or to reject any or all bids.

Each BIDDER must deposit with his Bid, security in the amount, form and subject to the conditions provided in the Instructions to Bidders.

No BIDDER may withdraw his Bid within ninety (90) consecutive calendar days after the actual date of the opening thereof.

Bid security shall be furnished in accordance with the Instructions to Bidders.

Owner: **McCreary County Water District**

By: **Stephen Whitaker**

Title: **Superintendent**

Date: **May 26, 2022**

+ + END OF ADVERTISEMENT FOR BIDS + +

SUGGESTED INSTRUCTIONS TO BIDDERS

TABLE OF CONTENTS

	Page
Article 1 – Defined Terms	1
Article 2 – Copies of Bidding Documents.....	1
Article 3 – Qualifications of Bidders.....	1
Article 4 – Site and Other Areas; Existing Site Conditions; Examination of Site; Owner’s Safety Program; Other Work at the Site	1
Article 5 – Bidder’s Representations.....	3
Article 6 – Pre-Bid Conference (Omitted)	4
Article 7 – Interpretations and Addenda	4
Article 8 – Bid Security	5
Article 9 – Contract Times.....	5
Article 10 – Liquidated Damages	5
Article 11 – Substitute and “Or-Equal” Items	5
Article 12 – Subcontractors, Suppliers, and Others	6
Article 13 – Preparation of Bid.....	6
Article 14 – Basis of Bid.....	7
Article 15 – Submittal of Bid	7
Article 16 – Modification and Withdrawal of Bid	8
Article 17 – Opening of Bids.....	8
Article 18 – Bids to Remain Subject to Acceptance	8
Article 19 – Evaluation of Bids and Award of Contract.....	8
Article 20 – Bonds and Insurance	9
Article 21 – Signing of Agreement	9
Article 22 – Sales and Use Taxes	10
Article 23 – Contracts to be Assigned	10

ARTICLE 1 – DEFINED TERMS

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

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

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

2.01 Complete sets of the Bidding Documents may be obtained from the Issuing Office in the number and format stated in the advertisement or invitation to bid.

2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

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

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

3.01 To demonstrate Bidder's qualifications to perform the Work, Bidder shall submit with its Bid (a) written evidence establishing its qualifications such as financial data, previous experience, and present commitments, and (b) the following additional information:

A. [Evidence of Bidder's authority to do business in the state where the Project is located.]

B. [Bidder's state or other contractor license number, if applicable.]

C. [Subcontractor and Supplier qualification information; coordinate with provisions of Article 12 of these Instructions, "Subcontractors, Suppliers, and Others."]

D. [Other required information regarding qualifications]

3.02 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.

3.03 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

3.04 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

ARTICLE 4 – SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE

4.01 *Site and Other Areas*

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

4.02 Existing Site Conditions

A. Subsurface and Physical Conditions; Hazardous Environmental Conditions

1. The Supplementary Conditions identify:
 - a. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site.
 - b. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
 - c. reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
 - d. Technical Data contained in such reports and drawings.
2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.
4. Geotechnical Baseline Report: The Bidding Documents contain a Geotechnical Baseline Report (GBR). The GBR describes certain select subsurface conditions that are anticipated to be encountered by Contractor during construction in specified locations ("Baseline Conditions"). The GBR is a Contract Document.

The Baseline Conditions in the GBR are intended to reduce uncertainty and the degree of contingency in submitted Bids. However, Bidders cannot rely solely on the Baseline Conditions. Bids should be based on a comprehensive approach that includes an independent review and analysis of the GBR, all other Contract Documents, Technical Data, other available information, and observable surface conditions. Not all potential subsurface conditions are baselined.

Nothing in the GBR is intended to relieve Bidders of the responsibility to make their own determinations regarding construction costs, bidding strategies, and Bid prices, nor of the responsibility to select and be responsible for the means, methods, techniques, sequences, and procedures of construction, and for safety precautions and programs incident thereto.

- B. Underground Facilities: Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or adjacent to the Site are set forth in the Contract Documents and are based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.
- C. Adequacy of Data: Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 5.03, 5.04, and 5.05 of the General Conditions. Provisions concerning responsibilities for the adequacy of data

furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 5.06 of the General Conditions.

4.03 *Site Visit and Testing by Bidders*

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

4.04 *Owner's Safety Program*

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

4.05 *Other Work at the Site*

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

ARTICLE 5 – BIDDER'S REPRESENTATIONS

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

- A. examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding Documents;
- B. visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;

- C. become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work;
- D. carefully study all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings;
- E. consider the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs;
- F. agree, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;
- G. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
- H. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder;
- I. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and
- J. agree that the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 6 – PRE-BID CONFERENCE (OMITTED)

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

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

ARTICLE 8 – BID SECURITY

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of **5 percent** of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a certified check, bank money order, or a Bid bond (on the form included in the Bidding Documents) issued by a surety meeting the requirements of Paragraphs 6.01 and 6.02 of the General Conditions.
- 8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults.
- 8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Contract or 91 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within seven days after the Bid opening.

ARTICLE 9 – CONTRACT TIMES

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

ARTICLE 10 – LIQUIDATED DAMAGES

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

ARTICLE 11 – SUBSTITUTE AND "OR-EQUAL" ITEMS

- 11.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or "or-equal" items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or "or-equal" item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.
- 11.02 All prices that Bidder sets forth in its Bid shall be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of "or-equal" or substitution requests are made at Bidder's sole risk.

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 12.01 A Bidder shall be prepared to retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of the Work if required by the Bidding Documents (most commonly in the Specifications) to do so. If a prospective Bidder objects to retaining any such Subcontractor, Supplier, or other individual or entity, and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.
- 12.02 Subsequent to the submittal of the Bid, Owner may not require the Successful Bidder or Contractor to retain any Subcontractor, Supplier, or other individual or entity against which Contractor has reasonable objection.
- 12.03 The apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of the Subcontractors or Suppliers proposed for the following portions of the Work: **Division 0 (EJCDC)**
- If requested by Owner, such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, or other individual or entity. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder shall submit a substitute, Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.
- 12.04 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, or other individuals or entities. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.06 of the General Conditions.

ARTICLE 13 – PREPARATION OF BID

- 13.01 The Bid Form is included with the Bidding Documents.
- A. All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
- B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words "No Bid" or "Not Applicable."
- 13.02 A Bid by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown.
- 13.03 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The partnership's address for receiving notices shall be shown.

- 13.04 A Bid by a limited liability company shall be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the firm's address for receiving notices shall be shown.
- 13.05 A Bid by an individual shall show the Bidder's name and address for receiving notices.
- 13.06 A Bid by a joint venture shall be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture's address for receiving notices shall be shown.
- 13.07 All names shall be printed in ink below the signatures.
- 13.08 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 13.09 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
- 13.10 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

ARTICLE 14 – BASIS OF BID

14.01 *Lump Sum*

- A. Bidders shall submit a Bid on a lump sum basis as set forth in the Bid Form.

14.02 *Unit Price*

- A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.
- B. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity" (which Owner or its representative has set forth in the Bid Form) for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

ARTICLE 15 – SUBMITTAL OF BID

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

containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "**BID ENCLOSED – Parkers Lake, Stearns, and Airport Road Tank Rehabilitation.**" A mailed Bid shall be addressed to **McCreary County Water District, 456 North US Hwy 27, Whitley City, Kentucky 42653.**

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

ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID

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

ARTICLE 17 – OPENING OF BIDS

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

ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

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

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

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

- A. In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.
 - B. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.
 - C. Bid prices will be compared after adjusting for differences in time of Substantial Completion (total number of calendar days to substantially complete the Work) designated by Bidders. The adjusting amount will be determined at the rate set forth in the Agreement for liquidated damages for failing to achieve Substantial Completion, or such other amount that Owner has designated in the Bid Form.
 - 1. The method for calculating the lowest bid for comparison will be the summation of the Bid price shown in the Bid Form plus the product of the Bidder-specified time of Substantial Completion (in calendar days) times the rate for liquidated damages (in dollars per day).
 - 2. This procedure is only used to determine the lowest bid for comparison and contractor selection purposes. The Contract Price for compensation and payment purposes remains the Bid price shown in the Bid Form.
- 19.04 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.
- 19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

ARTICLE 20 – BONDS AND INSURANCE

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

ARTICLE 21 – SIGNING OF AGREEMENT

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

ARTICLE 22 – SALES AND USE TAXES

22.01 Owner is exempt from Kentucky state sales and use taxes on materials and equipment to be incorporated in the Work. (Exemption No. [_____]). Said taxes shall not be included in the Bid. Refer to Paragraph SC-7.09 of the Supplementary Conditions for additional information.

ARTICLE 23 – CONTRACTS TO BE ASSIGNED

BID FORM

Parkers Lake, Stearns, and Airport Road Tank Rehabilitation

TABLE OF CONTENTS

	Page
Article 1 – Bid Recipient	1
Article 2 – Bidder’s Acknowledgements	1
Article 3 – Bidder’s Representations.....	1
Article 4 – Bidder’s Certification	2
Article 5 – Basis of Bid	3
Article 6 – Time of Completion	6
Article 7 – Attachments to this Bid	7
Article 8 – Defined Terms	7
Article 9 – Bid Submittal	8

ARTICLE 1 – BID RECIPIENT

- 1.01 This Bid is submitted to:
McCreary County Water District, 456 North US Hwy 27, Whitley City, Kentucky 42653.
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

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

ARTICLE 3 – BIDDER’S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents that:
 - A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
_____	_____
_____	_____
_____	_____
_____	_____

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance

- of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
 - G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
 - H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
 - I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
 - J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

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

ARTICLE 5 – BASIS OF BID

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

BID FORM - Parkers Lake and Airport Road Tank Rehabilitation

Overcoat

Bid Form

McCreary County Water District

Parkers Lake 150,000 Gallon

Elevated Tank 13B

- 1. Clean, Paint, Repair \$.....
As specified exterior

- 2. Mixing system piping install \$.....
Piping, crosses, etc.

BELOW ITEMS ARE ALLOWANCES ONLY NOT TO BE COUNTED IN BASE BID. These items do not apply to repair already specified in Section 13-1 but are allowances for unknown repairs.

Allowance for 200' of lineal welding for seams as needed \$.....
(Welding amount to be determined by consultant)

80 Pits filling w/Devcon Plastic Steel (as described Section 13) \$.....
(To be determined by consultant)

80 Pits repaired W/plate steel (as described Section 13) \$.....
(To be determined by consultant)

Overcoat

Bid Form

McCreary County Water District

1 Million CET Prison Tank (Airport Road Tank) 13A

1. Clean, Paint, Repair \$.....
As specified exterior & Interior

2. Mixing system piping install \$.....
Piping, crosses, etc.

BELOW ITEMS ARE ALLOWANCES ONLY NOT TO BE COUNTED IN BASE BID. These items do not apply to repair already specified in Section 13-1 but are allowances for unknown repairs.

Allowance for 200' of lineal welding for seams as needed \$.....
(Welding amount to be determined by consultant)

80 Pits filling w/Devcon Plastic Steel (as described Section 13) \$.....
(To be determined by consultant)

80 Pits repaired W/plate steel (as described Section 13) \$.....
(To be determined by consultant)

Total Base Bid Price (Parkers Lake and Airport Road Tank) \$ _____

Bid Amount in Written Form _____

NOTE: THE CONTRACT WILL BE AWARDED TO THE QUALIFIED BIDDER WITH THE LOWEST RESPONSIVE **BASE BID**. THERFORE, THE ADDITIVE ALTERNATE BIDS WILL ONLY BE EVALUATED AFTER THE AFORMENTIONED BASE BID CONTRACTOR IS DETERMINED.

Overcoat

Bid Form

McCreary County Water District

Additive Alternate No. 1 - Stearns 200,000 Gallon Elevated Tank 13C

1. Clean, Paint, Repair \$.....
As specified exterior

2. Mixing system piping install \$.....
Piping, crosses, etc.

BELOW ITEMS ARE ALLOWANCES ONLY NOT TO BE COUNTED IN BASE BID. These items do not apply to repair already specified in Section 13-1 but are allowances for unknown repairs.

Allowance for 200' of lineal welding for seams as needed \$.....
(Welding amount to be determined by consultant)

80 Pits filling w/Devcon Plastic Steel (as described Section 13) \$.....
(To be determined by consultant)

80 Pits repaired W/plate steel (as described Section 13) \$.....
(To be determined by consultant)

Total Additive Alternate No. 1 Bid Price \$ _____

Bid Amount in Written Form _____

Pricing list for general services/repairs

This list is not to be counted into your base bid the purpose is to allow the owner, engineer and the consultant add on some additional repair or modification work to other tanks within the system, if desired. Your number shall be all inclusive for each or any item i.e., parts and labor, etc.

- Exterior ladder replacement 100' _____
- Interior Ladder replacement 50' _____
- Water level cable replacement _____
- Water Level float replacement _____
- Ladder Guard _____
- Safety climb(cable type only) _____
- Grout removal & replacement foundations _____
- Roof vent screen replacement _____
- Overflow screen replacement _____
- Roof vent bolt on _____
- Roof vent weld on with paint touchup _____
- Balcony drain holes(touchup) _____
- Roof ladder Mount and touchup _____
- Manway replacement and touchup _____
- Anchor bolt replacement or addition _____
- Tune rods and touch up _____

ARTICLE 6 – TIME OF COMPLETION

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

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. List of Proposed Subcontractors;
- C. List of Proposed Suppliers;
- D. List of Project References;
- E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
- F. Contractor's License No.: _____
- G. Required Bidder Qualification Statement with supporting data; and
- H. *[List other documents and edit above as pertinent]*

ARTICLE 8 – DEFINED TERMS

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

ARTICLE 9 – BID SUBMITTAL

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

By:
[Signature] _____

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

Attest:
[Signature] _____

[Printed name] _____

Title: _____

Submittal Date: _____

Address for giving notices:

Telephone Number: _____

Fax Number: _____

Contact Name and e-mail address: _____

Bidder's License No.: _____
(where applicable)

NOTICE OF AWARD

TO: _____

PROJECT Description: _____

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated _____, 20____, and Information for Bidders.

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

You are required by the Information for Bidders to execute the enclosed Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND and certificates of insurance within fifteen (15) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within fifteen (15) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

Within ten (10) days of your compliance of the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

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

Dated this _____ day of _____, 20____.

Owner: _____

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

By _____, this the _____ day

of _____, 20_____.

Title _____

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

THIS AGREEMENT is by and between McCreary County Water District (“Owner”) and _____ (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

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

ARTICLE 2 – THE PROJECT

2.01 *The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **The project entails the rehabilitation of the Parkers Lake, Stearns, and Airport Road Water Tanks. Proper tool cleaning, priming, and over-coating of each of the exterior and interior tank structures are recommended. All major and/or minor renovations and repairs of each of the three tanks will be addressed during the rehabilitation process as well.***

ARTICLE 3 – ENGINEER

3.01 The part of the Project that pertains to the Work has been designed by Eclipse Engineers, PLLC.

3.02 The Owner has retained Eclipse Engineers, PLLC to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

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

4.02 *Contract Times: Days*

A. The Work will be substantially completed within **(180) one hundred eighty days** after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **(180) one hundred eighty days** after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed

and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$ 300 for each day that expires after such time until the Work is completed and ready for final payment.

4.04 *Special Damages*

- A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Work other than Unit Price Work, a lump sum of: \$ _____.

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

- B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):

Unit Price Work - Parkers Lake and Airport Road Tank Rehabilitation

Overcoat

McCreary County Water District

Parkers Lake 150,000 Gallon

Elevated Tank 13B

1. Clean, Paint, Repair \$.....
As specified exterior

2. Mixing system piping install \$.....
Piping, crosses, etc.

BELOW ITEMS ARE ALLOWANCES ONLY NOT TO BE COUNTED IN BASE BID. These items do not apply to repair already specified in Section 13-1 but are allowances for unknown repairs.

*Allowance for 200' of lineal welding for seams as needed \$.....
(Welding amount to be determined by consultant)*

*80 Pits filling w/Devcon Plastic Steel (as described Section 13) \$.....
(To be determined by consultant)*

*80 Pits repaired W/plate steel (as described Section 13) \$.....
(To be determined by consultant)*

Overcoat

McCreary County Water District

1 Million CET Prison Tank (Airport Road Tank) 13A

1. Clean, Paint, Repair \$.....
As specified exterior & Interior

2. Mixing system piping install \$.....
Piping, crosses, etc.

BELOW ITEMS ARE ALLOWANCES ONLY NOT TO BE COUNTED IN BASE BID. These items do not apply to repair already specified in Section 13-1 but are allowances for unknown repairs.

Allowance for 200' of lineal welding for seams as needed \$.....
(Welding amount to be determined by consultant)

80 Pits filling w/Devcon Plastic Steel (as described Section 13) \$.....
(To be determined by consultant)

80 Pits repaired W/plate steel (as described Section 13) \$.....
(To be determined by consultant)

Total Base Bid Price (Parkers Lake and Airport Road Tank) \$ _____

Bid Amount in Written Form _____

NOTE: THE CONTRACT WILL BE AWARDED TO THE QUALIFIED BIDDER WITH THE LOWEST RESPONSIVE **BASE BID**. THEREFORE, THE ADDITIVE ALTERNATE BIDS WILL ONLY BE EVALUATED AFTER THE AFORMENTIONED BASE BID CONTRACTOR IS DETERMINED.

Overcoat

McCreary County Water District

Additive Alternate No. 1 - Stearns 200,000 Gallon Elevated Tank 13C

1. Clean, Paint, Repair \$.....
As specified exterior

2. Mixing system piping install \$.....
Piping, crosses, etc.

BELOW ITEMS ARE ALLOWANCES ONLY NOT TO BE COUNTED IN BASE BID. These items do not apply to repair already specified in Section 13-1 but are allowances for unknown repairs.

Allowance for 200' of lineal welding for seams as needed \$.....
(Welding amount to be determined by consultant)

80 Pits filling w/Devcon Plastic Steel (as described Section 13) \$.....
(To be determined by consultant)

80 Pits repaired W/plate steel (as described Section 13) \$.....
(To be determined by consultant)

Total Additive Alternate No. 1 Bid Price \$ _____

Bid Amount in Written Form _____

Pricing list for general services/repairs

This list is not to be counted into your base bid the purpose is to allow the owner, engineer and the consultant add on some additional repair or modification work to other tanks within the system, if desired. Your number shall be all inclusive for each or any item i.e., parts and labor, etc.

- Exterior ladder replacement 100' _____
- Interior Ladder replacement 50' _____
- Water level cable replacement _____
- Water Level float replacement _____
- Ladder Guard _____
- Safety climb(cable type only) _____
- Grout removal & replacement foundations _____
- Roof vent screen replacement _____
- Overflow screen replacement _____
- Roof vent bolt on _____

- Roof vent weld on with paint touchup_____
- Balcony drain holes(touchup)_____
- Roof ladder Mount and touchup_____
- Manway replacement and touchup_____
- Anchor bolt replacement or addition_____
- Tune rods and touch up_____

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

- C. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) \$_____.
- D. For all Work, at the prices stated in Contractor’s Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

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

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor’s Applications for Payment on or about the ____ day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. 90 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 100 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

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

ARTICLE 7 – INTEREST

7.01 All amounts not paid when due shall bear interest at the rate of ____ percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

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

- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 11, inclusive).
 - 2. Performance bond (pages 1 to 3, inclusive).
 - 3. Payment bond (pages 1 to 3, inclusive).
 - 4. Other bonds.
 - a. ___ (pages ___ to ___, inclusive).
 - 5. General Conditions (pages 1 to 70, inclusive).
 - 6. Supplementary Conditions (pages 1 to 31, inclusive).
 - 7. Specifications as listed in the table of contents of the Project Manual.
 - 8. Drawings (not attached but incorporated by reference) consisting of ___ sheets with each sheet bearing the following general title: (OMITTED)
 - 9. Addenda (numbers 1 to ___, inclusive).
 - 10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 to ___, inclusive).
 - 11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

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

10.02 *Assignment of Contract*

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

10.03 *Successors and Assigns*

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

10.04 *Severability*

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

10.05 *Contractor's Certifications*

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

10.06 *Other Provisions*

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

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

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

OWNER:

CONTRACTOR:

McCreary County Water District _____

By: Stephen Whitaker _____

By: _____

Title: Superintendent _____

Title: _____

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

456 North US Hwy 27 _____

Whitley City, Kentucky 42653 _____

(606) 376-2540 _____

License No.: _____

(where applicable)

NOTICE TO PROCEED

TO: _____

DATE: _____

PROJECT NAME: _____

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 20____, on or before _____, 20__. In accordance with the Agreement, the date of substantial completion is _____, and the date of readiness for final payment is _____, 20__. **OR** , and the number of days needed to achieve readiness for final payment is _____.

Before starting work at the site, Contractor must comply with the following:
{*Note any access limitations, security procedures, or other restrictions*}

Owner: _____

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PRO-

CEED is hereby acknowledged on behalf of

(Company Name)

This, the _____ day of 20____

By _____

Title _____

PERFORMANCE BOND

CONTRACTOR *(name and address):*

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

OWNER *(name and address):*

McCreary County Water District
456 North US Hwy 27
Whitley City, KY 42653

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description *(name and location):*

BOND

Bond Number:

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

Amount:

Modifications to this Bond Form: None See Paragraph 16

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

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____
Signature

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

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

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

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

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

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

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

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

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence,

to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

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

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

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

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

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

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims

for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

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

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

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

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

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

16. Modifications to this Bond are as follows:

PAYMENT BOND

CONTRACTOR *(name and address)*:

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

OWNER *(name and address)*:

McCreary County Water District
456 North US Hwy 27
Whitley City, KY 42653

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description *(name and location)*:

BOND

Bond Number:

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

Amount:

Modifications to this Bond Form: None See Paragraph 18

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

CONTRACTOR AS PRINCIPAL

SURETY

_____ *(seal)*

Contractor's Name and Corporate Seal

_____ *(seal)*

Surety's Name and Corporate Seal

By: _____

Signature

By: _____

Signature *(attach power of attorney)*

Print Name

Print Name

Title

Title

Attest: _____

Signature

Attest: _____

Signature

Title

Title

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

12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. **Definitions**
 - 16.1 **Claim:** A written statement by the Claimant including at a minimum:
 1. The name of the Claimant;
 2. The name of the person for whom the labor was done, or materials or equipment furnished;
 3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 4. A brief description of the labor, materials, or equipment furnished;
 5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
 7. The total amount of previous payments received by the Claimant; and
 - 16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
 - 16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
 - 16.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
 - 16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.
18. Modifications to this Bond are as follows:
 8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

Form RD 1924-18
(Rev. 6-97)

UNITED STATES DEPARTMENT OF AGRICULTURE
RURAL DEVELOPMENT
FARM SERVICE AGENCY

PARTIAL PAYMENT ESTIMATE

CONTRACT NO. _____

PARTIAL PAYMENT ESTIMATE NO. _____

PAGE _____

OWNER: _____

CONTRACTOR: _____

PERIOD OF ESTIMATE

FROM _____ TO _____

CONTRACT CHANGE ORDER SUMMARY

ESTIMATE

No.	Agency Approval Date	Amount		
		Additions	Deductions	
				1. Original Contract
				2. Change Orders
				3. Revised Contract (1 + 2)
				4. Work Completed*
				5. Stored Materials*
				6. Subtotal (4 + 5)
				7. Retainage*
				8. Previous Payments
				9. Amount Due (6-7-8)
TOTALS				* Detailed breakdown attached
NET CHANGE				

CONTRACT TIME

Original (days) _____
Revised _____
Remaining _____

On Schedule

Yes

No

Starting Date _____

Projected Completion _____

CONTRACTOR'S CERTIFICATION:

The undersigned Contractor certifies that to the best of their knowledge, information and belief the work covered by this payment estimate has been completed in accordance with the contract documents, that all amounts have been paid by the contractor for work for which previous payment estimates was issued and payments received from the owner, and that current payment shown herein is now due.

Contractor _____

By _____

Date _____

APPROVED BY OWNER:

Owner _____

By _____

Date _____

ARCHITECT OR ENGINEER'S CERTIFICATION:

The undersigned certifies that the work has been carefully inspected and to the best of their knowledge and belief, the quantities shown in this estimate are correct and the work has been performed in accordance with the contract documents.

Architect or Engineer _____

By _____

Date _____

ACCEPTED BY AGENCY:

The review and acceptance of this estimate does not attest to the correctness of the quantities shown or that the work has been performed in accordance with the contract documents.

By _____

Title _____

Date _____

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number for this information collection is 0575-0042. The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information.

TYPICAL UNIT PRICE BREAKDOWN *

ITEM	DESCRIPTION	CONTRACT <i>(revised)</i>			THIS PERIOD		TOTAL TO DATE		% COM- PLETE
		QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	
	TOTALS								

TYPICAL LUMP SUM PRICE BREAKDOWN *						TYPICAL STORED MATERIALS AND RETAINAGE BREAKDOWN *			
ITEM	DESCRIPTION	SCHEDULED VALUE	WORK COMPLETED		% COM- PLETE	MATERIALS STORED AT END OF THIS PAYMENT PERIOD			
			THIS PERIOD	TO DATE		DESCRIPTION	QUANTITY	UNIT VALUE	AMOUNT
						RETAINAGE			
							THIS ESTIMATE	PERCENT	RETAINED
								%	
						WORK COMPLETED:			
						STORED MATERIALS:			
						OTHER <i>(explain)</i>			
	TOTALS					TOTAL			

* As a minimum, detailed breakdowns should contain this information.

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner:	Owner's Contract No.:
Contractor:	Contractor's Project No.:
Engineer:	Engineer's Project No.:
Project:	Contract Name:

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

All Work The following specified portions of the Work:

Date of Substantial Completion

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

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

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

Amendments to Owner's responsibilities: None
 As follows

Amendments to Contractor's responsibilities: None
 As follows:

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

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

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

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

TABLE OF CONTENTS

	Page
Article 1 – Definitions and Terminology	1
1.01 Defined Terms	1
1.02 Terminology	5
Article 2 – Preliminary Matters	6
2.01 Delivery of Bonds and Evidence of Insurance	6
2.02 Copies of Documents	6
2.03 Before Starting Construction	6
2.04 Preconstruction Conference; Designation of Authorized Representatives	7
2.05 Initial Acceptance of Schedules	7
2.06 Electronic Transmittals.....	7
Article 3 – Documents: Intent, Requirements, Reuse	8
3.01 Intent.....	8
3.02 Reference Standards	8
3.03 Reporting and Resolving Discrepancies	8
3.04 Requirements of the Contract Documents	9
3.05 Reuse of Documents	10
Article 4 – Commencement and Progress of the Work	10
4.01 Commencement of Contract Times; Notice to Proceed	10
4.02 Starting the Work	10
4.03 Reference Points	10
4.04 Progress Schedule	10
4.05 Delays in Contractor’s Progress	11
Article 5 – Availability of Lands; Subsurface and Physical Conditions; Hazardous Environmental Conditions	12
5.01 Availability of Lands	12
5.02 Use of Site and Other Areas	12
5.03 Subsurface and Physical Conditions.....	13

5.04	Differing Subsurface or Physical Conditions	14
5.05	Underground Facilities	15
5.06	Hazardous Environmental Conditions at Site.....	17
Article 6 – Bonds and Insurance		19
6.01	Performance, Payment, and Other Bonds	19
6.02	Insurance—General Provisions	19
6.03	Contractor’s Insurance	20
6.04	Owner’s Liability Insurance	23
6.05	Property Insurance.....	23
6.06	Waiver of Rights	25
6.07	Receipt and Application of Property Insurance Proceeds	25
Article 7 – Contractor’s Responsibilities		26
7.01	Supervision and Superintendence	26
7.02	Labor; Working Hours	26
7.03	Services, Materials, and Equipment.....	26
7.04	“Or Equals”	27
7.05	Substitutes	28
7.06	Concerning Subcontractors, Suppliers, and Others	29
7.07	Patent Fees and Royalties	31
7.08	Permits	31
7.09	Taxes	32
7.10	Laws and Regulations.....	32
7.11	Record Documents.....	32
7.12	Safety and Protection.....	32
7.13	Safety Representative	33
7.14	Hazard Communication Programs	33
7.15	Emergencies	34
7.16	Shop Drawings, Samples, and Other Submittals.....	34
7.17	Contractor’s General Warranty and Guarantee.....	36
7.18	Indemnification	37
7.19	Delegation of Professional Design Services	37
Article 8 – Other Work at the Site		38
8.01	Other Work	38

8.02	Coordination	39
8.03	Legal Relationships.....	39
Article 9 – Owner’s Responsibilities.....		40
9.01	Communications to Contractor.....	40
9.02	Replacement of Engineer	40
9.03	Furnish Data	40
9.04	Pay When Due.....	40
9.05	Lands and Easements; Reports, Tests, and Drawings	40
9.06	Insurance.....	40
9.07	Change Orders.....	40
9.08	Inspections, Tests, and Approvals.....	41
9.09	Limitations on Owner’s Responsibilities	41
9.10	Undisclosed Hazardous Environmental Condition.....	41
9.11	Evidence of Financial Arrangements.....	41
9.12	Safety Programs	41
Article 10 – Engineer’s Status During Construction.....		41
10.01	Owner’s Representative.....	41
10.02	Visits to Site.....	41
10.03	Project Representative.....	42
10.04	Rejecting Defective Work.....	42
10.05	Shop Drawings, Change Orders and Payments.....	42
10.06	Determinations for Unit Price Work	42
10.07	Decisions on Requirements of Contract Documents and Acceptability of Work	42
10.08	Limitations on Engineer’s Authority and Responsibilities.....	42
10.09	Compliance with Safety Program.....	43
Article 11 – Amending the Contract Documents; Changes in the Work		43
11.01	Amending and Supplementing Contract Documents	43
11.02	Owner-Authorized Changes in the Work	44
11.03	Unauthorized Changes in the Work.....	44
11.04	Change of Contract Price	44
11.05	Change of Contract Times	45
11.06	Change Proposals	45
11.07	Execution of Change Orders.....	46

11.08	Notification to Surety.....	47
Article 12 –	Claims.....	47
12.01	Claims.....	47
Article 13 –	Cost of the Work; Allowances; Unit Price Work.....	48
13.01	Cost of the Work.....	48
13.02	Allowances.....	50
13.03	Unit Price Work.....	51
Article 14 –	Tests and Inspections; Correction, Removal or Acceptance of Defective Work.....	52
14.01	Access to Work.....	52
14.02	Tests, Inspections, and Approvals.....	52
14.03	Defective Work.....	53
14.04	Acceptance of Defective Work.....	53
14.05	Uncovering Work.....	53
14.06	Owner May Stop the Work.....	54
14.07	Owner May Correct Defective Work.....	54
Article 15 –	Payments to Contractor; Set-Offs; Completion; Correction Period.....	55
15.01	Progress Payments.....	55
15.02	Contractor’s Warranty of Title.....	58
15.03	Substantial Completion.....	58
15.04	Partial Use or Occupancy.....	59
15.05	Final Inspection.....	59
15.06	Final Payment.....	59
15.07	Waiver of Claims.....	61
15.08	Correction Period.....	61
Article 16 –	Suspension of Work and Termination.....	62
16.01	Owner May Suspend Work.....	62
16.02	Owner May Terminate for Cause.....	62
16.03	Owner May Terminate For Convenience.....	63
16.04	Contractor May Stop Work or Terminate.....	63
Article 17 –	Final Resolution of Disputes.....	64
17.01	Methods and Procedures.....	64
Article 18 –	Miscellaneous.....	64
18.01	Giving Notice.....	64

18.02	Computation of Times.....	64
18.03	Cumulative Remedies	64
18.04	Limitation of Damages	65
18.05	No Waiver	65
18.06	Survival of Obligations	65
18.07	Controlling Law	65
18.08	Headings.....	65

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

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

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

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
12. *Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents. .
15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
17. *Cost of the Work*—See Paragraph 13.01 for definition.
18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
20. *Engineer*—The individual or entity named as such in the Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
22. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.
23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

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

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

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

1.02 Terminology

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

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

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

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

2.02 *Copies of Documents*

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

2.03 *Before Starting Construction*

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

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

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

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

2.05 *Initial Acceptance of Schedules*

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

2.06 *Electronic Transmittals*

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

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

ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

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

3.02 *Reference Standards*

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

3.03 *Reporting and Resolving Discrepancies*

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

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

2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
 - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

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

3.05 *Reuse of Documents*

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

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

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

4.02 *Starting the Work*

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

4.03 *Reference Points*

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

4.04 *Progress Schedule*

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

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

4.05 *Delays in Contractor's Progress*

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

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

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

5.01 *Availability of Lands*

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

5.02 *Use of Site and Other Areas*

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

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

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

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

5.03 *Subsurface and Physical Conditions*

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

5.04 *Differing Subsurface or Physical Conditions*

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

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

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

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

5.05 *Underground Facilities*

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

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

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

5.06 *Hazardous Environmental Conditions at Site*

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

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

ARTICLE 6 – BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

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

6.02 *Insurance—General Provisions*

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

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

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

6.03 *Contractor's Insurance*

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

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

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

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

6.04 *Owner's Liability Insurance*

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

6.05 *Property Insurance*

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

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

6.06 *Waiver of Rights*

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

6.07 *Receipt and Application of Property Insurance Proceeds*

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

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

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

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

7.01 *Supervision and Superintendence*

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

7.02 *Labor; Working Hours*

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

7.03 *Services, Materials, and Equipment*

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

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

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

7.04 "Or Equals"

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

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

7.05 *Substitutes*

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

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

7.06 *Concerning Subcontractors, Suppliers, and Others*

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

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

- O. Nothing in the Contract Documents:
1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor
 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

7.07 *Patent Fees and Royalties*

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

7.08 *Permits*

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

7.09 *Taxes*

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

7.10 *Laws and Regulations*

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

7.11 *Record Documents*

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

7.12 *Safety and Protection*

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

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

7.13 *Safety Representative*

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

7.14 *Hazard Communication Programs*

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

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

7.15 *Emergencies*

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

7.16 *Shop Drawings, Samples, and Other Submittals*

A. *Shop Drawing and Sample Submittal Requirements:*

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

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

1. *Shop Drawings:*

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

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

2. *Samples:*
 - a. Contractor shall submit the number of Samples required in the Specifications.
 - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.
 3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Other Submittals:* Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.
- D. *Engineer's Review:*
1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
 2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.
 3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
 4. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.
 5. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.
 6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
 7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.

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

E. *Resubmittal Procedures:*

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

7.17 *Contractor's General Warranty and Guarantee*

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

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

7.18 *Indemnification*

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

7.19 *Delegation of Professional Design Services*

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

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

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

ARTICLE 8 – OTHER WORK AT THE SITE

8.01 *Other Work*

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

8.02 *Coordination*

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

8.03 *Legal Relationships*

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

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

ARTICLE 9 – OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

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

9.02 *Replacement of Engineer*

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

9.03 *Furnish Data*

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

9.04 *Pay When Due*

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

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

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

9.06 *Insurance*

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

9.07 *Change Orders*

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

9.08 *Inspections, Tests, and Approvals*

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

9.09 *Limitations on Owner's Responsibilities*

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

9.10 *Undisclosed Hazardous Environmental Condition*

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

9.11 *Evidence of Financial Arrangements*

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

9.12 *Safety Programs*

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

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

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

10.02 *Visits to Site*

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

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

10.03 *Project Representative*

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

10.04 *Rejecting Defective Work*

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

10.05 *Shop Drawings, Change Orders and Payments*

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

10.06 *Determinations for Unit Price Work*

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

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

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

10.08 *Limitations on Engineer's Authority and Responsibilities*

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

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

10.09 *Compliance with Safety Program*

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

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

11.01 *Amending and Supplementing Contract Documents*

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

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

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

11.02 *Owner-Authorized Changes in the Work*

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

11.03 *Unauthorized Changes in the Work*

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

11.04 *Change of Contract Price*

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

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

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

11.05 *Change of Contract Times*

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

11.06 *Change Proposals*

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

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

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

11.07 Execution of Change Orders

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

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

11.08 *Notification to Surety*

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

ARTICLE 12 – CLAIMS

12.01 *Claims*

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

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

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

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

13.01 *Cost of the Work*

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

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

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

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

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

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

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

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

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

13.02 Allowances

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

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

13.03 *Unit Price Work*

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

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

14.01 *Access to Work*

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

14.02 *Tests, Inspections, and Approvals*

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

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

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

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

14.03 *Defective Work*

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

14.04 *Acceptance of Defective Work*

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

14.05 *Uncovering Work*

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

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

14.06 *Owner May Stop the Work*

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

14.07 *Owner May Correct Defective Work*

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

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

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

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

15.01 Progress Payments

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

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

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

D. *Payment Becomes Due:*

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

E. *Reductions in Payment by Owner:*

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

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

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

15.02 *Contractor's Warranty of Title*

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

15.03 *Substantial Completion*

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

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

15.04 *Partial Use or Occupancy*

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

15.05 *Final Inspection*

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

15.06 *Final Payment*

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

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

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

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

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

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

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

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

15.07 *Waiver of Claims*

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

15.08 *Correction Period*

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

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

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

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

16.02 *Owner May Terminate for Cause*

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

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

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

16.03 *Owner May Terminate For Convenience*

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

16.04 *Contractor May Stop Work or Terminate*

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

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

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

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

ARTICLE 18 – MISCELLANEOUS

18.01 *Giving Notice*

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

18.02 *Computation of Times*

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

18.03 *Cumulative Remedies*

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

18.04 *Limitation of Damages*

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

18.05 *No Waiver*

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

18.06 *Survival of Obligations*

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

18.07 *Controlling Law*

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

18.08 *Headings*

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

TABLE OF CONTENTS

	Page
I. Introduction	1
A. General.....	1
B. Mandatory Supplementary Conditions	2
C. Relationship of Supplementary Conditions to Other Contract Documents	2
D. Arrangement of Subject Matter	3
E. Use of this Guide.....	3
II. Standard Prefatory Language and Traditional Format for Supplementary Conditions.....	4
A. Table of Contents.....	4
B. Pagination	4
C. Format for Complete Paragraph Change	4
D. Format for Change within a Paragraph.....	4
E. Format for Additional Language	5
F. Format for Additional Paragraph.....	5
III. Alternative Format for Supplementary Conditions	5
IV. Suggested Supplementary Conditions.....	6
A. Caption and Introductory Statements	6

I. INTRODUCTION

A. General

The Engineers Joint Contract Documents Committee® (EJCDC®) has prepared and publishes standard contract forms for construction contracts, as well as bidding-related documents. The principal forms are listed in Table 1. EJCDC has also prepared other documents that may be useful in preparing construction contract documents. Some of the principal ones are listed in Table 2. For the most recent editions of these forms, guides, and other documents, please refer to EJCDC's website at www.ejcdc.org.

Table 1 Principal EJCDC Standard Forms and Related Guides for Construction Contracts		
Name	Number	Short Title/Abbreviation
Suggested Instructions to Bidders for Construction Contracts	C-200	Instructions/I
Bid Form for Construction Contracts	C-410	Bid Form/BF
Agreement between Owner and Contractor for Construction Contract (Stipulated Price)	C-520	Stipulated Price Agreement/A
Agreement between Owner and Contractor for Construction Contract (Cost-Plus)	C-525	Cost-Plus Agreement/A
Standard General Conditions of the Construction Contract	C-700	General Conditions/GC
Guide to the Preparation of Supplementary Conditions	C-800	Supplementary Conditions/SC

Table 2 Principal EJCDC Documents Relating to Preparation of Construction Documents		
Name	Number	Short Title
Commentary on the 2013 EJCDC Construction Documents	C-001	Commentary
Uniform Location of Subject Matter	N-122	Locator Guide
Bidding Procedures and Construction Contract Documents	C-050	Bidding Procedures
Engineer's Letter to Owner Requesting Instructions Concerning Bonds and Insurance	C-051	Engineer's Letter to Owner Concerning Bonds and Insurance
Owner's Instructions to Engineer Concerning Bonds and Insurance	C-052	Owner's Instructions Concerning Bonds and Insurance

B. *Mandatory Supplementary Conditions*

Several provisions of the General Conditions expressly indicate that essential Project-specific information will be set out in a corresponding Supplementary Condition. For example, Paragraph 6.03.1 of the General Conditions indicates that required insurance coverage limits will be specified in the Supplementary Conditions. Every EJCDC-based construction contract should include, at a minimum, the following Supplementary Conditions:

1. One of the suggested Paragraphs SC-5.03, concerning reports and drawings of conditions at the Site, and any Technical Data in the reports and drawings on whose accuracy the Contractor may rely;
2. One of the suggested Paragraphs SC-5.06, concerning reports and drawings regarding Hazardous Environmental Conditions at the Site, and any Technical Data in those reports and drawings on whose accuracy the Contractor may rely;
3. Those portions of SC-6.03 identifying specific insurance coverage requirements; and
4. One of the two alternatives presented in SC-10.03 (either the Engineer will provide Resident Project Representative services on the Project, with specific authority and responsibilities, or Engineer will not provide Resident Project Representative services).

Other suggested Supplementary Conditions are mandatory under specific circumstances: for example, on projects in which the Contractor will be responsible for compliance with Owner's safety program, SC-7.12 would be mandatory.

C. *Relationship of Supplementary Conditions to Other Contract Documents*

Supplementary Conditions are modifications to the General Conditions—additions, deletions, changes. This is as the term is defined by EJCDC and the Construction Specification Institute (CSI). Other organizations use their supplementary conditions to modify a broader range of contract documents, such as agreement forms and standard specifications.

This Guide and the other Construction-related documents prepared and issued by EJCDC assume use of the CSI MasterFormat™ concept, which provides an organizational format for location of all documentary information for a construction project: Bidding Requirements, contract forms (Agreement, Bonds, and certificates), General Conditions, Supplementary Conditions, and Specifications. Under the CSI MasterFormat™, the last grouping, Specifications, is divided into 49 Divisions, the first of which, Division 01, is entitled “General Requirements.”

The standard fundamental provisions affecting the rights and duties of the parties appear in the General Conditions. Language to modify the fundamental relationships between the parties, supplement the framework set forth in the General Conditions, or change the language of the General Conditions, should appear in the Supplementary Conditions. Examples of this are a change in Contractor's Site responsibilities, and a supplemental clause specifying the details of insurance coverages and limits for the Project.

Price terms, monetary terms such as liquidated damages clauses, and completion dates should all be set forth in the Agreement (EJCDC® C-520—Stipulated Sum or C-525—Cost-Plus), and should not be included in the Supplementary Conditions.

The substance of the General Requirements (Division 01 of the Specifications) falls generally into three categories: (1) administrative requirements, such as summary of work, allowances, coordination, alternatives (materials, equipment, or price), product options, project meetings, and project close-out; (2) work-related provisions, such as temporary facilities, field testing, and

start-up; and (3) general provisions applicable to more than one section in Divisions 02 through 49.

D. *Arrangement of Subject Matter*

This Guide is arranged in the same order as the 2013 edition of the General Conditions, and the paragraphs herein bear comparable addresses to those of the General Conditions but with the prefix “SC.” A discussion of the purpose and function of these suggested Supplementary Conditions is included in EJCDC® C-001, Commentary on the 2013 EJCDC Construction Documents.

E. *Use of this Guide*

The text presented in bold type in the remainder of this Guide is suggested language for some commonly used Supplementary Conditions. The drafter should bear in mind that most contractual provisions have important legal consequences. Consultation with legal counsel before finalization of any amendment or supplement is recommended.

Many sets of supplementary conditions examined by EJCDC contain typical or “boilerplate” provisions that have accumulated like moss over the years, appear to have no practical significance for the particular project, and may produce unintended and surprising legal consequences. Such provisions are usually there because someone saw similar terms in other contract documents and it “sounded good.” Selecting contract terms in that manner is not recommended. Provisions of the Supplementary Conditions should address a particular point in the General Conditions or cover a particular topic. The Supplementary Conditions should not be a repository for general language of vague meaning for which another location cannot be readily found.

This Guide assumes a general familiarity with the other Construction-related (C-series) documents prepared by EJCDC and, when drafting language, specific attention to them is encouraged. Standard documents or prescribed forms issued by governmental bodies and other owners may differ materially from the documents of EJCDC so that careful correlation of any amending or supplementing language is essential. The practice of stating that any provision in one document that is inconsistent with another is superseded, or that one document always takes precedence over another in the event of a conflict in language or requirements, is sometimes necessary, but generally discouraged. The resulting legal consequences of such provisions are frequently difficult to decipher and may be very different from what was anticipated.

The EJCDC General Conditions use carefully chosen language and set forth the basic responsibilities of the parties with respect to fundamental matters and legal consequences. Their provisions should be altered only where mandated by the specific requirements of a given project and the consequences of any modification are thoroughly understood.

Caution should be exercised when making any change in the standard documents. They have been carefully prepared, terms are used uniformly throughout and are consistent with the terms in other EJCDC documents. Their provisions have been carefully integrated, and are dependent on one another. A change in one document may necessitate a change in another, and a change in one paragraph may necessitate a change in other language of the same document. No change should be made until its full effect on the rest of the General Conditions and other Contract Documents has been considered.

Users must follow the instructions and restrictions regarding the use of this document that are set out in the License Agreement that accompanied the document at the time of purchase or

acquisition. To prepare this document for use on a specific project, after reviewing all instructions and explanatory text and notes, (1) remove the cover pages, this Introduction, Part II (Standard Prefatory Language and Traditional Format for Supplementary Conditions) and Part III (Alternative Format for Supplementary Conditions) (2) fill in Project-specific information and make revisions to the document, following the guidance in the explanatory text and notes, and the advice of legal counsel, and (3) delete the explanatory text and notes.

Lastly, remember that an engineer is neither qualified nor licensed to give advice to others on the legal consequences of contracts. All of the Contract Documents have important legal consequences. Owners should be encouraged to seek the advice of an attorney before accepting any modification of the printed forms, before the documents are sent out for bidding, and most assuredly before signing any agreement.

II. STANDARD PREFATORY LANGUAGE AND TRADITIONAL FORMAT FOR SUPPLEMENTARY CONDITIONS

Suggested format and wording conventions for Supplementary Conditions appear below.

A. *Table of Contents*

The inclusion of a table of contents will benefit the user of the Supplementary Conditions, especially if additional articles (beyond the 18 Articles of the General Conditions) are added for the purpose of including mandated or other provisions.

B. *Pagination*

If CSI's MasterFormat™, 2012 Edition, is being used for the Project Manual, consult MasterFormat™ for the appropriate section number and number the pages accordingly.

C. *Format for Complete Paragraph Change*

When completely superseding a paragraph of the General Conditions, the following language may be used:

SC 5.09.B Delete Paragraph 5.09.B in its entirety and insert the following in its place:

D. *Format for Change within a Paragraph*

When changing language within a paragraph of the General Conditions, the following language may be used:

SC 6.21.A Amend the second sentence of Paragraph 6.21.A [to read as follows] [or] [by striking out the following words]:

E. *Format for Additional Language*

When adding language to an existing paragraph of the General Conditions, the idea may be expressed as follows:

SC 9.03 Add the following language at the end of the second sentence of Paragraph 9.15:

F. *Format for Additional Paragraph*

If it is desired to add a new paragraph to the General Conditions, the thought may be expressed as follows:

SC 8.06 Add the following new paragraph immediately after Paragraph 8.06.B:

III. ALTERNATIVE FORMAT FOR SUPPLEMENTARY CONDITIONS

Electronic files are commonly used for transmittal and storage of the text of standard documents. In fact, EJCDC no longer publishes printed documents. Because it is easy to modify documents electronically, it is increasingly common for practitioners to integrate the text of desired Supplementary Conditions into the text of the General Conditions. Most word processing programs have line-out and underlining features that accurately show deletions, changes, and additions. Users of EJCDC's General Conditions are contractually obligated, through the terms of the purchase of the document, to clearly delineate all changes made to the standard text of the General Conditions to other parties in interest (for example, if Owner makes changes, Owner should show these changes to prospective bidders). It would be misleading to users to imply or represent that the General Conditions are EJCDC's General Conditions if changes are not properly and clearly identified during the contract formation process.

IV. SUGGESTED SUPPLEMENTARY CONDITIONS

A. *Caption and Introductory Statements*

The following is a suggestion for use at the beginning of the Supplementary Conditions for a specific project:

Supplementary Conditions

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

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

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

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

SC-1.01 Defined Terms

- A. If the Contract will include a Geotechnical Baseline Report (see Article 5 below), include the following definitions:

SC-1.01. Add to the list of definitions in Paragraph 1.01.A by inserting the following as numbered items in their proper alphabetical positions:

Geotechnical Baseline Report (GBR) — The interpretive report prepared by or for Owner regarding subsurface conditions at the Site, and containing specific baseline geotechnical conditions that may be anticipated or relied upon for bidding and contract administration purposes, subject to the controlling provisions of the Contract, including the GBR's own terms. The GBR is a Contract Document.

Geotechnical Data Report (GDR) — The factual report that collects and presents data regarding actual subsurface conditions at or adjacent to the Site, including Technical Data and other geotechnical data, prepared by or for Owner in support of the Geotechnical Baseline Report. The GDR's content may include logs of borings, trenches, and other site investigations, recorded measurements of subsurface water levels, the results of field and laboratory testing, and descriptions of the investigative and testing programs. The GDR does not include an interpretation of the data. If opinions, or interpretive or speculative non-factual comments or statements appear in a document that is labeled a GDR, such opinions, comments, or statements are not operative parts of the GDR and do not have contractual standing. Subject to that exception, the GDR is a Contract Document.

ARTICLE 2 – PRELIMINARY MATTERS

SC-2.01 Delivery of Bonds and Evidence of Insurance

- A. Paragraph 2.01.B of the General Conditions requires that Contractor furnish certificates of insurance. Paragraph 6.02.C states that upon request by Owner or other named or additional insureds, Contractor must provide evidence of insurance such as copies of required policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Parallel provisions apply to Owner and the insurance that Owner is required to provide. Rather than relying on this two-step process (delivery of certificates of insurance at the outset; subsequent requests for additional evidence of insurance), some contract drafters may elect to require from the outset that copies of the insurance policies, rather than certificates of insurance, be delivered to the other party. If exchange of copies of insurance policies is required, the following should be used:

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

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

SC-2.02 Copies of Documents

- A. If the number of printed or hard copies of the Drawings and Project Manual to be provided is different than four copies the following may be used:

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

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

- B. On some projects it may be useful to produce conformed Contract Documents, in which the content of Addenda and negotiated changes are merged into the appropriate Specifications, Drawings, General Conditions, or other Contract Documents. This may be especially true on private construction projects where the terms and scope are negotiated and modified significantly after the initial release of proposed Contract Documents. Conformed documents may be considerably more convenient to use during the performance of the Work and the administration of the Contract.

EJCDC advises that if conformed documents are to be prepared and made available to Contractor, sufficient time and budget must be allocated to ensure the quality and full coordination of the conformed documents, and Owner and Engineer must recognize that Contractor, Subcontractors,

and Suppliers will likely rely on the conformed version of the Contract Documents rather than the source components. If conformed documents are prepared without the level of commitment necessary to allow them to be accorded the full status of "Contract Documents," and are merely for reference or convenience, they should be accompanied by clear disclaimers of their content and a warning to consult the actual source Contract Documents.

A Supplementary Condition regarding conformed documents is necessary only if the Owner intends to provide the Contractor with conformed documents that will serve as binding Contract Documents. The following may be used for that purpose:

SC-2.02 Delete Paragraph 2.02.A in its entirety and insert the following new paragraph in its place:

A. Owner shall furnish to Contractor [] copies of conformed Contract Documents incorporating and integrating all Addenda and any amendments negotiated prior to the Effective Date of the Contract (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies of the conformed Contract Documents will be furnished upon request at the cost of reproduction.

C. Note: If Owner is not furnishing PDF or other electronic files of the Contract Documents, then draft (1) a Supplementary Condition that deletes the reference in 2.02.A of the General Conditions to providing the PDF files, and (2) a Supplementary Condition that deletes Paragraph 3.01.C in its entirety.

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

SC-5.03 Subsurface and Physical Conditions

A. **This is a mandatory Supplementary Condition.** Paragraph 5.03, Subsurface and Physical Conditions, of the General Conditions requires the identification of all known documents regarding subsurface and physical conditions at or adjacent to the Site (this requirement is broader than merely requiring that Contractor be given access to subsurface reports prepared for the current Project). It also requires the identification of Technical Data (upon whose accuracy Contractor may rely) contained in such documents. Use the first version of SC-5.03, presented immediately below, for the purpose of identifying the known Site condition documents. If no such documents are known, then use the second version of SC-5.03, below. Also note that if the known documents include either a geotechnical report or environmental report prepared for the Project, or both, and the Supplementary Conditions neglect to expressly identify the Technical Data, upon whose accuracy Contractor may rely, that is contained in such reports, then the default definition of Technical Data in Paragraph 1.01 of the General Conditions will apply.

Note that if Owner elects to furnish a Geotechnical Baseline Report (GBR), use the alternate SC/GBR-5.03 and SC/GBR 5.04 located in the next section of this document, rather than one of the SC-5.03 versions immediately following. If a GBR is used, it remains important to disclose known reports and tests regarding subsurface conditions; a place for doing so is provided in SC/GBR-5.03. If some Site conditions are outside the scope of the Geotechnical Baseline Report it will continue to be necessary to identify reliable Technical Data contained in such reports and drawings; however, if the Geotechnical Baseline Report or a related Geotechnical Data Report already establish the data that is worthy of reliance, it will not be necessary to make a redundant identification in SC/GBR 5.03.

SC-5.03 Add the following new paragraphs immediately after Paragraph 5.03.B:

C. The following reports of explorations and tests of subsurface conditions at or adjacent to the Site are known to Owner:

- 1. Report dated** *[May 21, 2013, prepared by Aye and Bea, Consulting Engineers, Philadelphia, Pa., entitled: "Results of Investigation of Subsoil Conditions and Professional Recommendations for Foundations of Iron Foundry at South and Front Streets, Pembrig, NJ", consisting of 42 pages.]* **The Technical Data contained in such report upon whose accuracy Contractor may rely are** *[here indicate any such Technical Data, or state "none."]* **[or] [those indicated in the definition of Technical Data in the General Conditions.]**
- 2. Report dated** *[May 2, 2000, prepared by Ecks, Wye and Tsze, Inc., Baltimore, Md., entitled: "Tests of Water Quality in Mixer River at Pembrig, NJ", consisting of 26 pages.]* **The Technical Data contained in such report upon whose accuracy Contractor may rely are** *[here indicate any such Technical Data, or state "none."]* **[or] [as indicated in the definition of Technical Data in the General Conditions.]**

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

- 1. Drawings dated** *[March 2, 2000, of Route 24A Overpass Abutment, prepared by Dea & Associates, Inc., Wilmington, Del., entitled: "Record Drawings: Route No. 24A Overpass Abutment", consisting of 12 sheets numbered 001 to 012, inclusive.]*

[Use one of the following two subparagraphs:]

- a. All of the information in such drawings constitutes Technical Data on whose accuracy Contractor may rely, except for** **appearing on Drawing No.** **and**
 appearing on Drawing No. .

[or]

- a. None of the contents of such drawings is Technical Data on whose accuracy Contractor may rely.**

E. Contractor may examine copies of reports and drawings identified in SC 5.03.C and SC 5.03.D that were not included with the Bidding Documents at *[insert location]* **during regular business hours, or may request copies from Engineer.**

If there are no known Site-related reports or drawings, use the following version of SC-5.03:

SC 5.03 Delete Paragraphs 5.03.A and 5.03.B in their entirety and insert the following:

- A. No reports of explorations or tests of subsurface conditions at or adjacent to the Site, or drawings of physical conditions relating to existing surface or subsurface structures at the Site, are known to Owner.**
- B. Geotechnical Baseline Reports:** Some project owners use a Geotechnical Baseline Report (GBR) for projects (or portions of a project) in which the subsurface conditions will play a significant role. Providing a GBR may result in bids with lower contingencies for subsurface conditions, and simplify

the application of the differing site conditions provisions in Article 5 of the General Conditions. Commentary on Geotechnical Baseline Reports is presented in EJCDC® C-001. See also Geotechnical Baseline Reports for Construction—Suggested Guidelines, by Randall J. Essex, P.E., ASCE 2007. In many cases it may be advantageous for Owner, Engineer, or the geotechnical engineer to engage a consultant with GBR experience to assist in preparation of the GBR and related documents.

On projects in which a Geotechnical Baseline Report is used, it is typical to also assemble and provide a Geotechnical Data Report (GDR), as a separate, single source of factual geotechnical information regarding the Site. The content of the GDR is in essence what the EJCDC documents define as “Technical Data”—reliable factual information, such as boring logs and laboratory test results. (See the definition of Technical Data in Article 1 of the General Conditions, and the definition of a GDR in Article 1 of these Supplementary Conditions). Some Owners may elect to issue a GBR without compiling a GDR, but regardless of the format it is essential to identify and make all geotechnical data available. Note that a typical general purpose geotechnical report, usually prepared primarily to assist in the design of the project, often contains not only factual data but also opinions, interpretations, and even speculation regarding the Site’s subsurface conditions. **Such a geotechnical report is not suitable to be adopted or identified as a GDR.**

Although it is preferable that a GBR be comprehensive with respect to subsurface conditions, in some cases a GBR will establish baselines for a portion of a project, but will not address all subsurface issues. For example, the GBR may establish baseline subsurface conditions along the route of a pipeline, but be silent with respect to conditions underlying an associated pump building. Also, in some cases a project will involve both subsurface construction as well as building modifications or other tasks unrelated to geotechnical investigations, analysis, or interpretations. The SC/GBR provisions that follow retain certain differing site condition provisions of the General Conditions, in part because these may be needed for situations that are outside the scope of the GBR. As noted previously, these SC/GBR provisions contain locations for (1) identifying known reports and drawings regarding the subsurface conditions (a mandatory obligation), and (2) identifying Technical Data upon whose accuracy Contractor may rely (necessary in some but not all GBR projects, depending on the scope of the GBR and GDR documents).

If a GBR is used, then include the following GBR Supplementary Conditions, and do not use either of the Paragraphs SC-5.03 above:

SC/GBR-5.03 and 5.04. Delete Paragraphs 5.03 and 5.04 of the General Conditions in their entireties and replace with the following provisions:

SC/GBR-5.03 Subsurface and Physical Conditions

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

- 1. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site (other than any Geotechnical Data Report or Geotechnical Baseline Report), and Technical Data contained in such reports. Such reports are as follows:**
 - a. Report dated [May 21, 2013, prepared by Aye and Bea, Consulting Engineers, Philadelphia, Pa., entitled: “Results of Investigation of Subsoil Conditions and Professional Recommendations for Foundations of Iron Foundry at South and Front Streets, Pembrig, NJ”, consisting of 42 pages.] The Technical Data contained in such report upon whose accuracy Contractor may rely are [here indicate any such Technical Data**

or state “none.”] [or] [those indicated in the definition of Technical Data in the General Conditions.]

- b. **Report dated** [May 2, 2000, prepared by Ecks, Wye and Tsze, Inc., Baltimore, Md., entitled: “Tests of Water Quality in Mixer River at Pembrig, NJ”, consisting of 26 pages.] **The Technical Data contained in such report upon whose accuracy Contractor may rely are** [here indicate any such Technical Data or state “none.”] [or] [as indicated in the definition of Technical Data in the General Conditions.]
2. **those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), and Technical Data contained in such drawings. Such drawings are as follows:**
- a. **Drawings dated** [March 2, 2000, of Route 24A Overpass Abutment, prepared by Dea & Associates, Inc., Wilmington, Del., entitled: “Record Drawings: Route No. 24A Overpass Abutment”, consisting of 12 sheets numbered 001 to 012, inclusive.]

[Use one of the following two subparagraphs:]

(1) **All of the information in such drawings constitutes Technical Data on whose accuracy Contractor may rely, except for** [redacted] **appearing on Drawing No.** [redacted] **and** [redacted] **appearing on Drawing No.** [redacted].

[or]

(2) **None of the contents of such drawings is Technical Data on whose accuracy Contractor may rely.**

3. **Contractor may examine copies of reports and drawings identified immediately above that were not included with the Bidding Documents at** [redacted] *[insert location]* **during regular business hours, or may request copies from Engineer, at the cost of reproduction.**

B. Reliance by Contractor on Technical Data Authorized:

Contractor may rely upon the accuracy of the Technical Data contained in such reports and drawings, but such reports and drawings are not Contract Documents. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

- 1. **the completeness of such reports and drawings for Contractor’s purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or**
- 2. **other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or**

3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

C. Geotechnical Baseline Report:

1. This Contract contains a **Geotechnical Baseline Report (“GBR”)**, identified as follows: *[Geotechnical Baseline Report for Northwest Interceptor, dated February 12, 2013, prepared by ABC Geotechnical Engineers, Inc., Sacramento, California]*. This Contract also contains a **Geotechnical Data Report (GDR)**, identified as follows: *[Geotechnical Data Report for Northwest Interceptor, dated June 15, 2012, prepared by ABC Geotechnical Engineers, Inc., Sacramento, California]*
2. The GBR and GDR are incorporated as Contract Documents. The GBR and GDR are to be used in conjunction with other Contract Documents, including the Drawings and Specifications. If there is a conflict between the terms of the GBR and the GDR, the GBR’s terms shall prevail.
3. The GBR describes certain select subsurface conditions that are anticipated to be encountered by Contractor during construction in specified locations (referred to here in the Supplementary Conditions as “Baseline Conditions”). These may include ground, geological, groundwater, and other subsurface geotechnical conditions, and baselines of anticipated Underground Facilities or subsurface structures.
4. The Baseline Conditions shall be used to assist in the administration of the Contract’s differing site conditions clause at locations where subsurface conditions have been baselined. If a condition is baselined in the GBR, then only the pertinent Baseline Conditions shall be used to determine whether there is a differing site condition; and no other indication of that condition in the Contract Documents or Technical Data, or of a condition that describes, quantifies, or measures a similar characteristic of the subsurface, shall be used for the differing site condition determination.
5. The Baseline Conditions shall not be used to make differing site conditions determinations at locations that have not been baselined in the GBR, or at any location with respect to subsurface conditions that the Baseline Conditions do not address. If Underground Facilities or Hazardous Environmental Conditions are expressly addressed in the Baseline Conditions, then comparison to such Baseline Conditions shall be the primary means of determining (a) whether an Underground Facility was shown or indicated with reasonable accuracy, as provided in Paragraph 5.05 of the General Conditions, or (b) whether a Hazardous Environmental Condition was shown or indicated in the Contract Documents as indicated in Paragraph 5.06.H of the General Conditions. As indicated in Paragraph SC-5.04 below, the GDR shall be the primary resource for differing site conditions determinations in cases in which the GBR is inapplicable.
6. The descriptions of subsurface conditions provided in the GBR are based on geotechnical investigations, laboratory tests, interpretation, interpolation, extrapolation, and analyses. Neither Owner, Engineer, nor any geotechnical or other consultant warrants or guarantees that actual subsurface

conditions will be as described in the GBR, nor is the GBR intended to warrant or guarantee the use of specific means or methods of construction.

7. The behavior of the ground during construction depends substantially upon the Contractor's selected means, methods, techniques, sequences, and procedures of construction. If ground behavior conditions are baselined in the GBR, they are based on stated assumptions regarding construction means and methods.
8. The GBR shall not reduce or relieve Contractor of its responsibility for the planning, selection, and implementation of safety precautions and programs incident to Contractor's means, methods, techniques, sequences, and procedures of construction, or to the Work.

SC/GBR-5.04 Differing Subsurface or Physical Conditions

A. Notice: If Contractor believes that any subsurface condition that is uncovered or revealed at the Site:

1. differs materially from conditions shown or indicated in the GBR; or
2. differs materially from conditions shown or indicated in the GDR, to the extent the GBR is inapplicable; or
3. differs materially from conditions shown or indicated in Contract Documents other than the GBR or GDR, to the extent the GBR and GDR are inapplicable; or
4. to the extent the GBR and GDR are inapplicable, is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or
5. to the extent the GBR and GDR are inapplicable, is of such a nature as to require a change in the Drawings or Specifications; or
6. to the extent the GBR and GDR are inapplicable, 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 conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

B. Engineer's Review: After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph SC/GBR 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption or continuation of Work in connection with the subsurface or

physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

C. Owner's Statement to Contractor Regarding Site Condition:

After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption or continuation of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

D. Possible Price and Times Adjustments:

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. such condition must fall within any one or more of the categories described in Paragraph SC/GBR 5.04.A;
 - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03 of the General Conditions; and,
 - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or
 - b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph SC/GBR 5.04.A.
3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.

4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

SC-5.06 Hazardous Environmental Conditions

- A. **This is a mandatory Supplementary Condition.** Paragraph 5.06 of the General Conditions contemplates that Owner identify all known documents regarding Hazardous Environmental Conditions (HEC) that have been identified at or adjacent to the Site. It also requires the identification of Technical Data (upon whose accuracy Contractor may rely) contained in such documents. Use the first version of SC-5.06, presented immediately below, to identify the known HEC documents. If no HEC documents are known, then use the second version of SC-5.06, below. Also note that if the known documents include either a geotechnical report or environmental report prepared for the Project, or both, and the Supplementary Conditions neglect to expressly identify the Technical Data, upon whose accuracy Contractor may rely, that is contained in such reports, then the default definition of Technical Data in Paragraph 1.01 of the General Conditions will apply.

SC-5.06 Add the following subparagraphs 5.06.A.1 and 5.06.A.2:

1. **The following reports regarding Hazardous Environmental Conditions at the Site are known to Owner:**
 - a. **Report dated December 10, 2012, prepared by Eph Environmental Consultants, Princeton, N.J., entitled: "Results of Investigation of Conditions at Iron Foundry at South and Front Streets, Pembrig, NJ", consisting of 27 pages. The Technical Data contained in such report upon whose accuracy Contractor may rely are [here indicate any such Technical Data or state "none."]**
2. **The following drawings regarding Hazardous Environmental Conditions at the Site are known to Owner:**
 - a. **Drawings dated November 27, 2002, prepared by Eph Environmental Consultants, Princeton, N.J., entitled: "Iron Foundry Site Conditions", consisting of 5 sheets numbered [] to [], inclusive.**

[Use one of the following two subparagraphs:]

- 1) **All of the information in such drawings constitutes Technical Data on whose accuracy Contractor may rely, except for [] appearing on Drawing No. [] and [] appearing on Drawing No. [].**

[or]

- 1) **None of the contents of such drawings is Technical Data on whose accuracy Contractor may rely.**

B. Use the following SC-5.06 if there are no known HEC reports or drawings:

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

- A. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.**
- B. Not Used.**

ARTICLE 6 – BONDS AND INSURANCE

SC-6.02 Insurance—General Provisions

A. Paragraph 6.02.B of the General Conditions requires that all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better, unless a different standard is indicated in the Supplementary Conditions. The A.M. Best ratings are based on the financial strength and size of the insurance company, with A-VII representing a commonly used standard. SC-6.02 is the location for noting any different standard, whether narrower or broader.

Note that in some states not all worker’s compensation insurers obtain A.M. Best ratings. The Owner may wish to include the following optional exception (modified to meet applicable provisions in the state) to the requirement in 6.02.B:

SC-6.02 Add the following paragraph immediately after Paragraph 6.02.B:

- 1. Contractor may obtain worker’s compensation insurance from an insurance company that has not been rated by A.M. Best, provided that such company (a) is domiciled in the state in which the project is located, (b) is certified or authorized as a worker’s compensation insurance provider by the appropriate state agency, and (c) has been accepted to provide worker’s compensation insurance for similar projects by the state within the last 12 months.**

SC-6.03 Contractor’s Liability Insurance

A. **This is a mandatory Supplementary Condition**, because it is the location for specifying the limits of the coverages for the insurance required in Paragraph 6.03 of the General Conditions. The information set forth in this Supplementary Condition (and in all other contractual provisions regarding bonds and insurance) should be provided by Owner, either directly or through written instructions given to Engineer (see EJCDC® C-051, Engineer’s Letter to Owner Requesting Instructions Concerning Bonds and Insurance, and EJCDC® C-052, Owner’s Instructions to Engineer Concerning Bonds and Insurance).

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

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

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

State: Statutory

Federal, if applicable (e.g., Longshoreman’s): Statutory

Jones Act coverage, if applicable:

Bodily injury by accident, each accident \$ _____
Bodily injury by disease, aggregate \$ _____

Employer's Liability:

Bodily injury, each accident \$ _____
Bodily injury by disease, each employee \$ _____
Bodily injury/disease aggregate \$ _____

For work performed in monopolistic states, stop-gap liability coverage shall be endorsed to either the worker's compensation or commercial general liability policy with a minimum limit of: \$ _____

Foreign voluntary worker compensation Statutory

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

General Aggregate \$ _____
Products - Completed Operations Aggregate \$ _____
Personal and Advertising Injury \$ _____
Each Occurrence (Bodily Injury and Property Damage) \$ _____

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

Bodily Injury:

Each person \$ _____
Each accident \$ _____

Property Damage:

Each accident \$ _____

[or]

Combined Single Limit of \$ _____

4. Excess or Umbrella Liability:

Per Occurrence \$ _____
General Aggregate \$ _____

EJCDC® C-800, Guide to the Preparation of Supplementary Conditions.

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

[See Paragraph 6.03.E of the General Conditions.]

[If Owner revises the standard terms by deleting the requirement that Contractor provide Excess or Umbrella liability insurance, then Owner should consider requiring (in SC-6.03.K.2) that “The aggregate limits under SC-6.03.K.2 (Commercial General Liability) be maintained fully available for this Contract by obtaining and maintaining a Designated Construction Project General Aggregate Limit endorsement, or equivalent.”]

5. Contractor’s Pollution Liability:

Each Occurrence \$ _____

General Aggregate \$ _____

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

[See Paragraph 6.03.F of the General Conditions.]

[On some projects, the Owner may conclude that it is not cost-effective to require the Contractor to carry Contractor’s Pollution Liability insurance, based on the type of work to be performed or knowledge of conditions at the Site. In such cases, check the box above and either delete the “Each Occurrence” and “General Aggregate” line items, or indicate “N.A.” or “Not applicable” in the blanks.]

6. Additional Insureds: In addition to Owner and Engineer, include as additional insureds the following: [Here list by name (not category, role, or classification) other persons or entities to be included on the commercial general liability, automobile liability, umbrella or excess, and pollution liability policies as additional insureds.]

7. Contractor’s Professional Liability:

Each Claim \$ _____

Annual Aggregate \$ _____

[See Paragraph 6.03.H of the General Conditions.]

[Contractor’s pollution liability and contractor’s professional liability policies are sometimes sold as a hybrid or combined policy. If after receiving the advice of its risk managers the Owner concludes that it is an acceptable alternative for Contractor to provide such a combination policy, this should be stated here, together with the required policy limits for a combination policy.]

8. [Here list additional types and amounts of insurance that may be required by Owner.]

SC-6.05 Property Insurance

- A. **Builder's Risk Deductible:** Paragraph 6.05.A of the General Conditions requires builder's risk insurance on a completed value basis, subject to such deductible amounts as are provided by the Supplementary Conditions. In many cases, the drafter of the Supplementary Conditions will choose not to specify any deductibles, leaving establishment of the deductible amounts to the discretion of the purchasing party, which is responsible for payment of the deductibles. Even when a deductible is stipulated, it is typically a maximum amount; the purchaser may choose to purchase a policy with a lower deductible. Note that it is common for builder's risk policies to feature several different deductibles, typically including a primary deductible and specific deductibles applicable to specific types of loss. The following Supplementary Condition provides a means of identifying a primary deductible; other specific deductibles may also be added.

If a primary deductible is to be stipulated, use the following to establish the maximum amount of the deductible:

SC-6.05. Add the following to the list of requirements in Paragraph 6.05.A, as a numbered item:

- 13. be subject to a deductible amount of no more than [\$] for direct physical loss in any one occurrence.**

- B. **Builder's Risk—Supplemental Insureds:** Paragraph 6.05.A.1 of the General Conditions refers to other individuals or entities (in addition to the Owner, Contractor, and all Subcontractors) that are to be identified in the Supplementary Conditions as being entitled to protection as insureds under the builder's risk insurance on the Work. In such cases use the following:

SC-6.05.A.1 Add the following new subparagraph after subparagraph 6.05.A.1:

- a. In addition to Owner, Contractor, and all Subcontractors, include as insureds the following:**

[Here list by name (not category, role, or classification) other persons or entities to be included on the builder's risk policy as insureds.]

- C. **Builder's Risk—Supplemental Requirements:** Paragraph 6.05.A of the General Conditions lists several items that are to be included in the builder's risk insurance. Consider adding one or more of the following items to the list as appropriate to the specific project:

SC-6.05.A. Add the following to the list of items in Paragraph 6.05.A, as numbered items:

- 14. include for the benefit of Owner loss of profits and soft cost coverage including, without limitation, fixed expenses and debt service for a minimum of 12 months with a maximum deductible of 30 days, plus attorneys fees and engineering or other consultants' fees, if not otherwise covered;**

- 16. include, in addition to the Contract Price amount, the value of the following equipment and materials to be installed by the Contractor but furnished by the Owner or third parties:**

a. [here list specific items of equipment and purchase value]

b. [here list items of material and purchase value]

- 17. include by express endorsement coverage of damage to Contractor's equipment.**

- D. **Installation Floater:** An installation floater is insurance carried by the Contractor, covering the materials and equipment to be incorporated in the Work. It typically does not insure against losses

that occur after installation. In most cases, builder's risk insurance offers broader coverage and is the preferred risk management instrument. On some projects, an installation floater may be an acceptable alternative to a builder's risk policy. See EJCDC® C-001, Commentary on the 2013 EJCDC Construction Documents. (In other instances, Contractor may choose to purchase an installation floater to supplement property insurance provided by Owner.) If, after consultation with its risk managers, Owner elects to require purchase of an installation floater rather than a builder's risk policy, the following requirements may be included as a Supplementary Condition:

SC-6.05.A. Delete Paragraph 6.05.A of the General Conditions and substitute the following in its place:

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

- 1. any loss to property while in transit,**
- 2. any loss at the Site, and**
- 3. any loss while in storage, both on-site and off-site.**

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

- E. Builder's Risk—Owner Purchase: In the event that the Owner, rather than the Contractor, will purchase the Builder's Risk insurance, use the following SC-6.05.A:

SC 6.05.A. Delete the first sentence of Paragraph 6.05.A and insert the following sentence in its place:

Owner shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations).

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

SC-7.02 Labor; Working Hours

Paragraph 7.02.B of the General Conditions restricts Contractor to working during "regular hours" Monday through Friday, and no work is permitted on "legal holidays."

- A. To provide details regarding the meaning of the terms "regular hours" and "legal holidays," consider specifically defining them by adding the following:

SC-7.02.B. Add the following new subparagraphs immediately after Paragraph 7.02.B:

- 1. Regular working hours will be [here insert schedule of regular working hours]**
- 2. Owner's legal holidays are [here insert list of legal holidays]**

B. To modify the days of the week that Contractor may work, use the following:

SC-7.02.B. Amend the first and second sentences of Paragraph 7.02.B to state “...all Work at the Site shall be performed during regular working hours, [] through []. Contractor will not perform Work on a [], [], or any legal holiday.”

C. If the Owner has no objections to the Contractor working multiple shifts, weekends, and legal holidays, use the following:

SC-7.02.B. Delete Paragraph 7.02 B. in its entirety, and insert the following:

B. In the absence of any Laws or Regulations to the contrary, Contractor may perform the Work on holidays, during any or all hours of the day, and on any or all days of the week, at Contractor's sole discretion.

D. If Contractor is permitted to Work outside regular hours and on weekends and holidays, whether by a contractual provision or by Owner’s consent during the course of the Project, then it is good practice to address the issue of whether Owner may charge Contractor for engineering expenses associated with the non-regular schedule. Some Owners may prefer to absorb these costs to incentivize (or at least facilitate) an aggressive schedule and timely completion; and in many cases the net additional expense may be modest. Other Owners may prefer to establish and collect a charge for the engineering services. Add the following as SC-7.02.C, making a policy choice regarding responsibility in the beginning of the sentence:

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

[Contractor] [Owner] [choose one and delete the other] shall be responsible for the cost of any overtime pay or other expense incurred by the Owner for Engineer’s services (including those of the Resident Project Representative, if any), Owner's representative, and construction observation services, occasioned by the performance of Work on Saturday, Sunday, any legal holiday, or as overtime on any regular work day. If Contractor is responsible but does not pay, or if the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

E. If responsibility for costs in SC-7.02.C will be allocated to Contractor, Owner may wish to provide some specificity regarding the potential costs, through the addition of the following:

SC-7.02.C. Add the following new subparagraph immediately after Paragraph 7.02.C:

1. For purposes of administering the foregoing requirement, additional overtime costs are defined as [here insert parameters for compensated overtime hours]

SC-7.09 Taxes

A. If Owner qualifies for a state or local sales or use tax exemption in the purchase of certain materials and equipment, add the following Supplementary Condition, with any revisions necessary to meet the specific applicable exemption rules. (Note: If instructions to bidders or proposers are used, confirm that the provisions here are consistent with the corresponding provisions in such instructions. See Suggested Instructions to Bidders for Construction Contracts, EJCDC® C-200, Article 23.)

SC 7.09 Add a new paragraph immediately after Paragraph 7.09.A:

- B. Owner is exempt from payment of sales and compensating use taxes of the State of [insert name of state where Project is located] and of cities and counties thereof on all materials to be incorporated into the Work.**
- 1. Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of supplies and materials to be incorporated into the Work.**
 - 2. Owner's exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the Work.**

SC-7.12 Safety and Protection

- A. Some Owners have written safety programs with which construction contractors must comply. If such is the case, Paragraph 7.12.C of the General Conditions mandates that the safety program be identified in the Supplementary Conditions (and Paragraph 9.12 requires Owner to provide a copy of such programs to Contractor). The identification of the safety programs may be accomplished as follows:

SC-7.12 Insert the following after the second sentence of Paragraph 7.12.C:

The following Owner safety programs are applicable to the Work: *[here expressly identify by title and/or date, any such Owner safety programs].*

ARTICLE 8 – OTHER WORK AT THE SITE

SC-8.02 Coordination

- A. Paragraph 8.02 of the General Conditions requires that if in addition to retaining Contractor, Owner will arrange to have others perform work at the Site, Owner must provide to Contractor specified information regarding coordination of construction activities. (Note that Owner should provide specific information about the other work —nature of the work, scope, schedule, exact location—elsewhere in the Contract Documents or in other documentation.) Use the following in that case:

SC-8.02 Delete Paragraph 8.02.A in its entirety and replace with the following:

- A. Owner intends to contract with others for the performance of other work at or adjacent to the Site.**
- 1. [Here identify individual or entirety] shall have authority and responsibility for coordination of the various contractors and work forces at the Site;**
 - 2. The following specific matters are to be covered by such authority and responsibility:** *[here itemize such matters];*
 - 3. The extent of such authority and responsibilities is:** *[here provide the extent]*

ARTICLE 9 – OWNER'S RESPONSIBILITIES

SC-9.13 Owner's Site Representative

- A. Paragraph 10.03 of the General Conditions indicates that the Owner may designate a representative or agent who is not Engineer's consultant, agent, or employee, to represent Owner

at the Site (“Owner’s Site Representative”). In such case the Owner typically would not have the Engineer furnish a Resident Project Representative, hence the second version of SC-10.03.B below would be used to indicate there is no Engineer’s Resident Project Representative.

The following should be used for the identification of the Owner’s Site Representative. Note that the following must be supplemented by customized text that explains the responsibilities of the Owner’s Site Representative, so far as such are relevant to Contractor. The content of Paragraphs SC-10.03.B and C below may be a helpful starting point in drafting such supplemental text. In addition, if Owner’s retention of an Owner’s Site Representative will affect other aspects of Engineer’s status during construction, other portions of Article 10 and many other parts of the General Conditions will need to be revised. In such cases it is typical for (and Laws and Regulations may require) the design engineer (as engineer of record) to at least retain a role with respect to design-intent reviews of submittals and similar aspects of the Work.

SC-9.13 Add the following new paragraph immediately after Paragraph 9.12 of the General Conditions:

SC-9.13 Owner will furnish an “Owner’s Site Representative” to represent Owner at the Site and assist Owner in observing the progress and quality of the Work. The Owner’s Site Representative is not Engineer’s consultant, agent, or employee. Owner’s Site Representative will be [Here identify individual or entirety]. The authority and responsibilities of Owner’s Site Representative follow: [Here describe the duties and activities of the Owner’s Site Representative]

ARTICLE 10 – ENGINEER’S STATUS DURING CONSTRUCTION

SC-10.03 Project Representative

A. **This is a mandatory Supplementary Condition.** As indicated in Paragraph 10.03 of the General Conditions, in those cases in which the Engineer will provide a Resident Project Representative (RPR) during construction, the authority and responsibilities of the RPR must be specified in the Supplementary Conditions. SC-10.03.B and C, immediately below, provide a mechanism for doing so. In the alternative, in some cases Engineer will not provide RPR services, either because there will not be an RPR, or because a party other than Engineer will provide the site services. When such is the case, the second SC-10.03.B below should be used.

As indicated in Paragraph 10.03 of the General Conditions, the Owner may designate a representative or agent who is not Engineer’s consultant, agent, or employee, to represent Owner at the Site. In such case, in addition to using the second version of SC-10.03.B, below, also use SC-9.13 above.

The following suggested language, which parallels the wording of Exhibit D to EJCDC® E-500, the Agreement Between Owner and Engineer for Professional Services, is for use when Engineer will provide RPR services. It should be edited to indicate the RPR authority and responsibilities that apply to this Contract.

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

B. The Resident Project Representative (RPR) will be Engineer’s representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR’s actions.

1. General: RPR’s dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR’s dealings with Subcontractors shall only

be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.

2. **Schedules:** Review the progress schedule, schedule of Shop Drawing and Sample submittals, and Schedule of Values prepared by Contractor and consult with Engineer concerning acceptability.
3. **Conferences 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.
4. **Liaison:**
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
5. **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.
6. **Shop Drawings and Samples:**
 - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
 - b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.
7. **Modifications:** Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
8. **Review of Work and Rejection of Defective Work:**
 - a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress is defective, will not produce a completed Project that conforms generally to the Contract Documents,

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

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

- a. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- b. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.

10. Records:

- a. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- b. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- c. Maintain records for use in preparing Project documentation.

11. Reports:

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the Progress Schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, force majeure or delay events, damage to property by fire or other causes, or the discovery of any Constituent of Concern or Hazardous Environmental Condition.

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

13. **Certificates, Operation and Maintenance Manuals:** During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.
14. **Completion:**
 - a. Participate in Engineer's visits to the Site to determine Substantial Completion, assist in the determination of Substantial Completion and the preparation of a punch list of items to be completed or corrected.
 - b. Participate in Engineer's final visit to the Site to determine completion of the Work, in the company of Owner and Contractor, and prepare a final punch list of items to be completed and deficiencies to be remedied.
 - c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the notice of acceptability of the work.

C. The RPR shall not:

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

[or]

B. On this Project, by agreement with the Owner, Engineer will not furnish a Resident Project Representative to represent Engineer at the Site or assist Engineer in observing the progress and quality of the Work. *[See explanatory text*

at beginning of SC-9.13, and at beginning of SC-10.03, for discussion of this second alternative SC-10.03.B]

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

SC-13.01 *Cost of the Work*

- A. Equipment rental charges, particularly with respect to Contractor-owned equipment, can sometimes lead to disagreements. To reduce the possibility of such disagreements, the following Supplementary Condition may be used. Note that it requires a published reference or method for determining the costs.

SC 13.01.B.5.c Delete Paragraph 13.01.B.5.c in its entirety and insert the following in its place:

c. Construction Equipment and Machinery:

- 1) Rentals of all construction equipment and machinery, and the parts thereof, 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.
- 2) Costs for equipment and machinery owned by Contractor will be paid at a rate shown for such equipment in the *[cite the rate book appropriate for the Project]*. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs. Costs will include the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, shall cease to accrue when the use thereof is no longer necessary for the changed Work. Equipment or machinery with a value of less than \$1,000 will be considered small tools.

SC-13.03 *Unit Price Work*

- A. The following Supplementary Condition is typically called a “variation in estimated quantities (VEQ) clause” and facilitates administrative resolution of situations where actual quantities of unit price items differ materially from estimated quantities. Typically, the clause applies where the extended price (unit price times estimated quantity) of an item of the Unit Price Work is more than 5 percent of the Contract Price (based on estimated quantities), and the actual quantity of the units of work performed or furnished varies by more than a specified percent (typically 15 to 25 percent).

SC 13.03.E Delete Paragraph 13.03.E in its entirety and insert the following in its place:

- E. The unit price of an item of Unit Price Work shall be subject to reevaluation and adjustment under the following conditions:**
1. if the extended price of a particular item of Unit Price Work amounts to percent or more of the Contract Price (based on estimated quantities at the time of Contract formation) and the variation in the quantity of that

particular item of Unit Price Work actually furnished or performed by Contractor differs by more than █ percent from the estimated quantity of such item indicated in the Agreement; and

2. if there is no corresponding adjustment with respect to any other item of Work; and
3. if Contractor believes that Contractor has incurred additional expense as a result thereof, Contractor may submit a Change Proposal, or if Owner believes that the quantity variation entitles Owner to an adjustment in the unit price, Owner may make a Claim, seeking an adjustment in the Contract Price.

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

SC-15.03 Substantial Completion

- A. Paragraph 15.03.A of the General Conditions requires Contractor to give notice that the Work is substantially complete; Paragraph 15.03.B requires an inspection of the Work to determine whether Engineer agrees that the Work is substantially complete. If the Work is not substantially complete, and must be inspected again at a later point, then the following Supplementary Condition, if included in the Contract, would allow Owner to recover the cost of the re-inspection.

SC 15.03.B Add the following new subparagraph to Paragraph 15.03.B:

1. **If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, shall be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.**

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

- B. Paragraph 17.01.B of the General Conditions provides that for any dispute subject to final resolution under Article 17, Owner or Contractor may invoke the dispute resolution procedure called for in the Supplementary Conditions. Paragraph SC-17.02 is the location to identify any such primary dispute resolution procedure. If no procedure is identified here in the Supplementary Conditions, and the parties do not agree to a specific procedure, then the default resolution procedure will be litigation—the pursuit of rights in a court of competent jurisdiction. Note that before reaching the point of final resolution of disputes, in most cases the Owner and Contractor will already have engaged in the Claim process described in Article 12 of the General Conditions. That process allows for mediation of the dispute.

As an alternative to litigation, there are many other possible dispute resolution procedures, or combinations of procedures. One of the most common is arbitration; wording for an arbitration clause follows. A discussion of the pros and cons of the arbitration process (and there are many advocates on both sides) is beyond the scope of this Guide. Owner should consult with its legal counsel when considering the inclusion of an arbitration clause, or of any other dispute resolution procedure or combination of procedures.

The arbitration option is as follows:

SC-17.02 Add the following new paragraph immediately after Paragraph 17.01.

SC-17.02 Arbitration

- A. All matters subject to final resolution under this Article will be decided by arbitration in accordance with the rules of *[insert name of selected arbitration agency]*, subject to the conditions and limitations of this paragraph. This agreement to arbitrate and any other agreement or consent to arbitrate entered into will be specifically enforceable under the prevailing law of any court having jurisdiction.**
- B. The demand for arbitration will be filed in writing with the other party to the Contract and with the selected arbitrator or arbitration provider, and a copy will be sent to Engineer for information. The demand for arbitration will be made within the specific time required in this Article, or if no specified time is applicable within a reasonable time after the matter in question has arisen, and in no event shall any such demand be made after the date when institution of legal or equitable proceedings based on such matter in question would be barred by the applicable statute of limitations. The demand for arbitration should include specific reference to Paragraph SC-17.02.D below.**
- C. No arbitration arising out of or relating to the Contract shall include by consolidation, joinder, or in any other manner any other individual or entity (including Engineer, and Engineer's consultants and the officers, directors, partners, agents, employees or consultants of any of them) who is not a party to this Contract unless:
 - 1. the inclusion of such other individual or entity is necessary if complete relief is to be afforded among those who are already parties to the arbitration; and**
 - 2. such other individual or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration and which will arise in such proceedings.****
- D. The award rendered by the arbitrator(s) shall be consistent with the agreement of the parties, in writing, and include a concise breakdown of the award, and a written explanation of the award specifically citing the Contract provisions deemed applicable and relied on in making the award.**
- E. The award will be final. Judgment may be entered upon it in any court having jurisdiction thereof, and it will not be subject to modification or appeal, subject to provisions of the Laws and Regulations relating to vacating or modifying an arbitral award.**
- F. The fees and expenses of the arbitrators and any arbitration service shall be shared equally by Owner and Contractor.**

SC-17.03 Attorneys' Fees

- A. In most jurisdictions in the United States, as a general matter each party to a dispute is responsible for its own attorneys' fees, unless an express agreement provides to the contrary. Some legal authorities believe that this general rule encourages claims and disputes, because claimants have**

little concern that they will be forced to pay for the opposing party's fees if the claim fails. Other authorities take the opposite view—that the enticing prospect of not only prevailing but also of having one's own fees paid by the opponent would encourage overly aggressive pursuit of claims (or overzealous defense against valid claims).

If an exception to the general American rule is preferred for disputes subject to final resolution under Article 17, then add the following express agreement:

SC-17.03 Add the following new paragraph immediately after Paragraph 17.02. *[Note: If there is no Paragraph 17.02, because neither arbitration nor any other dispute resolution process has been specified here in the Supplementary Conditions, then revise this to state "Add the following new paragraph immediately after Paragraph 17.01" and revise the numbering accordingly.]*

SC-17.03 Attorneys' Fees: For any matter subject to final resolution under this Article, the prevailing party shall be entitled to an award of its attorneys' fees incurred in the final resolution proceedings, in an equitable amount to be determined in the discretion of the court, arbitrator, arbitration panel, or other arbiter of the matter subject to final resolution, taking into account the parties' initial demand or defense positions in comparison with the final result.

Form RD 1924-7
(Rev. 2-97)

UNITED STATES DEPARTMENT OF AGRICULTURE
RURAL DEVELOPMENT AND
FARM SERVICE AGENCY

CONTRACT CHANGE ORDER

ORDER NO.
DATE
STATE
COUNTY

CONTRACT FOR

OWNER

To _____
(Contractor)

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

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

JUSTIFICATION:

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

_____ Dollars (\$ _____).

The Contract Total Including this and previous Change Orders Will Be: _____

_____ Dollars (\$ _____).

The Contract Period Provided for Completion Will Be (Increased) (Decreased) (Unchanged) : _____ Days.

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

Requested _____ (Owner) _____ (Date)

Recommended _____ (Owner's Architect/Engineer) _____ (Date)

Accepted _____ (Contractor) _____ (Date)

Approved by Agency _____ (Name and Title) _____ (Date)

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-01042. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

- ORIGINAL-BORROWER'S CASE FOLDER
- COPY-CONTRACTOR
- COPY-BORROWER

COMPLIANCE STATEMENT

This statement relates to a proposed contract with _____

(Name of borrower or grantee)

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

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

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

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

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

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

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

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

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

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

Date _____

(Signature of Bidder or Prospective Contractor)

Address (including Zip Code)

U.S. DEPARTMENT OF AGRICULTURE

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

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

Organization Name

PR/Award Number or Project Name

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

Signature(s)

Date

Instructions for Certification

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

CERTIFICATION FOR CONTRACTS, GRANTS AND LOANS

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant or Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant or loan.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant or loan, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including contracts, subcontracts, and subgrants under grants and loans) and that all subrecipients shall certify and disclose accordingly.

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

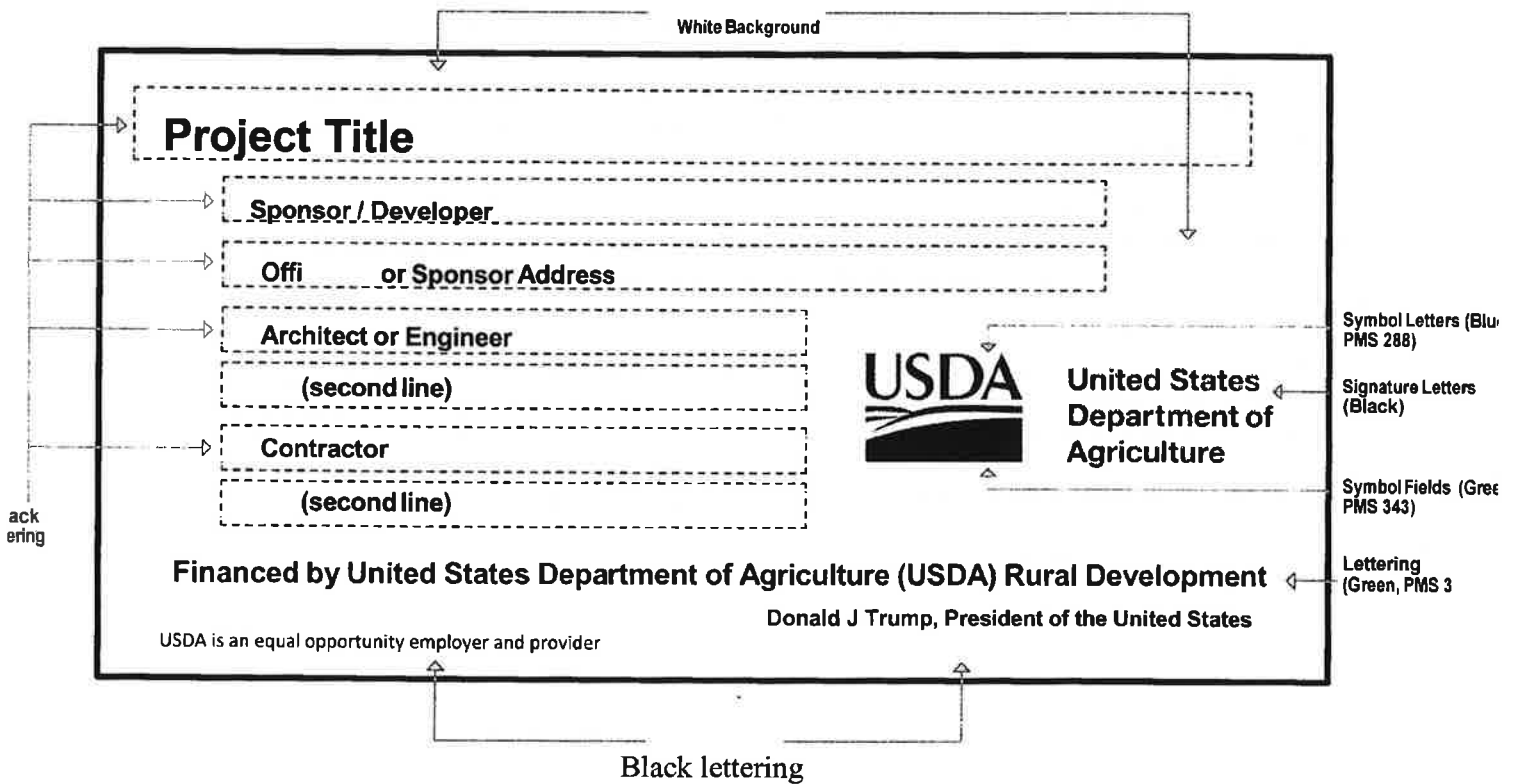
(name)

(date)

(title)

oOo

TEMPORARY CONSTRUCTION SIGN FOR RURAL DEVELOPMENT PROJECTS



Sign Dimensions: 1200 mm x 2400 mm x 19 mm (approx. 4' x 8' x ¾")
 PLYWOOD PANEL (APA RATED A-B GRADE-EXTERIOR)

CERTIFICATE OF OWNER'S ATTORNEY AND AGENCY CONCURRENCE

CERTIFICATE OF OWNER'S ATTORNEY

PROJECT NAME: _____

CONTRACTOR NAME: _____

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

Name Date

AGENCY CONCURRENCE

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

Agency Representative Date

Name

ENGINEER'S CERTIFICATION ON FINAL PLANS AND SPECIFICATIONS

PROJECT NAME: _____

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

If the EJCDC documents have been used, all modifications required by Kentucky Bulletin 1780-1 have been made in accordance with the terms of the license agreement, which states in part that the Engineer "must plainly show all changes to the Standard EJCDC text, using "Track Changes" (redline/strikeout), highlighting, or other means of clearly indicating additions and deletions." Such other means may include attachments indicating changes (e.g. Supplementary Conditions modifying the General Conditions).

Engineer

Date

Name and Title

UNITED STATES DEPARTMENT OF AGRICULTURE
Rural Utilities Service
Kentucky Bulletin 1780-1

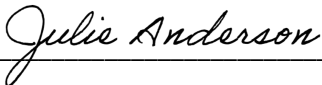
SUBJECT: Guidance for Use of Engineers Joint Contract Documents Committee (EJCDC)
Documents on Water and Waste Disposal Projects with RUS Financial Assistance

TO: Project Engineers

EFFECTIVE DATE: Date of approval. See "Use of Prior Versions of EJCDC Documents" on page three.

INSTRUCTIONS: This Bulletin replaces any and all previously dated Kentucky Bulletin 1780-1. April 26, 2019 is the most recent version that is to be included in all construction contracts.

PURPOSE: This Bulletin assists Rural Development staff in providing information and guidance to applicants and professional consultants in the development of engineering construction contracts that are legally sufficient, ensure appropriate services are provided at a reasonable fee, and expedite the achievement of the applicant's goals. This update amends language to support compliance with 2 CFR part 200 and ensure inclusion of AIS changes to contract documents.



Signed

2/6/2020
Date

TABLE OF CONTENTS

1. GENERAL	3
2. AVAILABILITY	3
3. PRIOR VERSIONS FO EJCDC DOCUMENTS	3
4. PURPOSE	4
5. OWNER RESPONSIBILITY	4
6. USE OF EXHIBITS	4

Exhibits

- A. The Construction Contract and Bidding Documents
- B. Engineer's Development of Instructions to Bidders
- C. Engineer's Development of Bid Form
- D. Engineer's Development of Agreement Between Owner and Contractor
- E. Engineer's Development of Supplementary Conditions
- F. Certificate of Owner's Attorney and Agency Concurrence
- G. Engineer's Certification of Final Plans and Specifications
- H. Project Construction Sign Detail
- I. Notice of Award
- J. Notice to Proceed
- K. Compliance Statement (Form RD 400-6)
- L. Certification for Contracts, Grants, and Loans (RD Instruction 1940-Q, Exhibit A-1)
- M. Certification Regarding Debarment and Suspension (AD-1048)

1. General

- A. Approved Documents. Subject to the modification indicated in this Bulletin, the Engineers Joint Contract Document Committee (EJCDC) developed the following documents which were previously approved by the Rural Utilities Service (RUS) for procurement of professional and construction services by loan and grant recipients:
- (1) Agreement Between Owner and Contractor for Construction Contract (Stipulated Price) (EJCDC No. C-520, 2013 Edition)
 - (2) Standard General Conditions of the Construction Contract (EJCDC No. C-700, 2013 Edition)
- B. Associated Documents. In addition to items 1 and 2, there are also associated construction contract documents, some of which are available through EJCDC and its member organizations and some of which are to be developed by the engineer based on instructions in this bulletin.
- C. Alternative Documents. Recipients not wishing to use EJCDC documents may submit alternative documents for review and consideration. Such documents must be modified to meet all federal, state, and local requirements and must be approved for each project by the Agency and the USDA office of General Counsel (OGC). When modified as described in the Bulletin, the EJCDC documents listed above have been determined to meet such requirement and generally to not require OGC approval.

2. Availability

The EJCDC documents are available online from any of the sponsoring organizations: The National Society of Professional Engineers (www.nspe.org); American Council of Engineering Companies (www.asce.org); and the American Society of Civil Engineers (www.asce.org); or directly from EJCDC (www.ejcdc.org). EJCDC documents are proprietary and include a license agreement, RUS offices cannot distribute EJCDC documents for any purpose other than training or to illustrate the appropriate use of the integrated set of documents on RUS financially funded projects.

3. Prior Versions of EJCDC Documents

- A. Project-specific EJCDC documents approved prior to the effective date of this Bulletin are still considered approved. This Bulletin does not retroactively change the status of an individual document already approved.
- B. Phase out of Previous Editions. EJCDC documents from any and all previous versions of EJCDC documents will not be accepted by Rural Development (RD) for use on Water and Waste Disposal (WWD) projects.

4. Purpose

- A. Use by Staff. This Bulletin is to be used by Rural Development staff in providing information and guidance to applicants and professional consultants in the development of agreements and construction contracts that are legally sufficient, ensure appropriate services are provided for a reasonable fee, and expedite the achievement of the applicant's goals.
- B. Assembly of Documents. This Bulletin consists of exhibits with required modification that when combined with the standard EJCDC documents and appropriate drawings, specifications and other required documents, create a complete set of engineering and construction contracts for use with WWD projects. However, the documents in these exhibits are not to be used as a substitute for the careful evaluation of the requirements for a project. The owner, their engineer, and legal counsel, with RD consultation, must determine the best approach for a successful outcome.

5. Owner Responsibility

- A. Verify Bulletin is Current. Before an applicant or consultant proceeds with the development of a set of construction contract documents, they should contact the Rural Development State Office to verify they have the most current information specific to the type of project and state or other jurisdiction where the project is located.
- B. Contractual and Administrative Issues. The Owner is responsible for the settlement of all contractual and administrative issues arising out of procurement entered into in support of a loan or grant. These include, but are not limited to: source evaluation, protests, disputes, and claims. Matters concerning violations of laws are to be referred to the applicable local, state, or federal authority.
- C. Modifications. It is RUS policy that applications use the EJCDC documents with minimal modification. However, RUS recognized each project is unique and that modifications may be required to satisfy project requirements or state statutes. If changes must be made to the standard documents to address project-specific issues, they must be made via bold type additions and deletions with strike-outs or addenda showing all revisions. Because the EJCDC documents are fully integrated, when making modification in one document, applicants must ensure that appropriate modifications are made in all affected documents.

6. USE OF EXHIBITS

The following explains the purpose of each Exhibit in this Bulletin

- A. **THE CONSTRUCTION CONTRACT AND BIDDING DOCUMENTS MODIFICATIONS FOR RUS FUNDED PROJECTS.** This exhibit explains the use of the EJCDC construction contract and bidding documents. It includes a table of all the required documents and instructions for modification and review of these documents.
- B. **ENGINEER'S DEVELOPMENT OF INSTRUCTIONS TO BIDDERS.** This exhibit contains instructions for the engineer to develop Instructions to Bidders using C-200 (2013), "Suggested Instructions to Bidders" and a checklist of modifications included in the exhibit.

- C. ENGINEER'S DEVELOPMENT OF BID FORM. This exhibit contains a checklist of changes that must be made by the engineer to the C-410 (2013), "Bid Form for Construction Contracts".
- D. ENGINEER'S DEVELOPMENT OF AGREEMENT BETWEEN OWNER AND CONTRACTOR. This exhibit contains a checklist of changes that must be made by the engineer to C-520 (2013), "Agreement between Owner and Contractor for Construction Contracts (Stipulated Price)".
- E. ENGINEER'S DEVELOPMENT OF SUPPLEMENTARY CONDITIONS. This exhibit contains instructions for the engineer to develop Supplementary Conditions using C-800 (2013), "Guide to the Preparation of Supplementary Conditions" and a checklist of modifications included in the exhibit.
- F. CERTIFICATE OF OWNER'S ATTORNEY AND AGENCY CONCURRENCE. This exhibit consists of two certificates on a single page to be attached to the construction contract and signed upon execution. The first is a certificate signed by the owner's attorney and the second is the State Engineer's concurrence in the executed construction contract. This certificate is to be attached after the Owner-Contractor Agreement (C-520) is in the construction contract.
- G. ENGINEER'S CERTIFICATION OF FINAL PLANS AND SPECIFICATIONS. This exhibit is a certification by the engineer to the owner and RD that the plans and specifications have been completed in accordance with RUS requirements. This certificate is to be provided to the Agency with the final plans and specifications prior to advertisement for bids.
- H. PROJECT SIGN DETAIL. This is the construction sign that needs to be posted on every project funded by Rural Development.
- I. NOTICE OF AWARD. This is the alternate form to meet the requirement for giving low bidder the notice that they have been awarded the construction contract.
- J. NOTICE TO PROCEED. This is the alternate form to meet the requirement for giving the low bidder the notice of the date that the construction contract is to begin.
- K. COMPLIANCE STATEMENT. On bid amount that exceeds \$10,000, this form is required to be executed and included with bid submittal. This form ensures the equal employment opportunity compliance reports have been filed to meet requirements for federally funded contracts.
- L. CERTIFICATION FOR CONTRACTS, GRANTS, AND LOANS. On bid amount that exceeds \$100,000, this form is required to be executed and included with bid submittal. This form ensures anti-lobbying restrictions have been acknowledged to meet requirements for federally funded contracts.
- M. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION. On bid amount that exceeds \$25,000, this form is required to be executed and included with bid submittal. This form ensures that the bidder is not debarred or ineligible to receive funds on federally funded projects. Up to date System Award Management (SAM.gov) up to date for all parties to the contract.

THE CONSTRUCTION CONTRACT AND BIDDING DOCUMENTS
MODIFICATIONS FOR RUS FUNDED PROJECTS

1. PURPOSE

This exhibit explains the use of the EJCDC construction contract and bidding documents. It includes a table of all the required documents and instruction for modification and review of these documents.

2. GENERAL INFORMATION

The EJCDC has developed a 2013 edition of the Construction Series (Owner-Construction) documents that when assembled as described in this Bulletin, is acceptable for use on WWD projects funded by RUS. All contract documents must be approved by USDA Rural Development State Office Engineer prior to advertisement for bids. The Agency must concur in award and the executed contract documents must be approved by the USDA Rural Development State Engineer prior to Agency concurrence in any payment of RUS funding for construction services. A copy of the signature page, Exhibit G, must be used for this portion.

3. INSTRUCTIONS

- A. Assembly of Documents. Bid packages must be assembled in accordance with the following notes, requirements of exhibits A-J, and the table below.
- B. Indicating Revised Text. Although the following instructions direct the changes to be made to various EJCDC documents, actual changes to EJCDC standard must be made using either bold type additions or deletions with strike-outs or addenda showing all revisions.
- C. General Conditions. The EJCDC General Conditions (C-700) should not be modified. Changes to C-700 should only be made via the Supplementary Conditions, except in unusual cases approved by the USDA State Engineer.
- D. EJCDC Suggested Language. The Instructions to Bidders and Supplementary General Conditions must be developed by the Engineer based on EJCDC guidance documents and the instructions and Exhibits below. The USDA State Engineer must verify that the instruction and Exhibits below were followed prior to advertisement for bid.
- E. EJCDC Standard Language. The Bid Form and Agreement Between Owner and Contractor are standard documents from EJCDC, but must be modified before use on RUS funded projects as explained below. The USDA State Engineer must verify that the instructions and Exhibits below were followed prior to advertisement for bidding.
- F. Project Sign. It is customary that project signed identifying the Owner, Contractor, Engineer, and Funding Agencies be displayed during project construction. The sign requirements are not included in the Supplementary Conditions, but should be a part of the specifications and are provided in Exhibit H.

Note that at least five copies of the executed construction contract documents (2- agency; 1-Engineer; 1-Owner; and 1-Contractor) must be submitted to the RD State Office for review and acceptance before issuance of Notice to Proceed.

ASSEMBLING THE CONSTRUCTION CONTRACT AND BIDDING DOCUMENTS

Advertisement for Bids	Use EJCDC C-111 (2013)
Instructions to Bidders	Engineer will develop the Instruction to Bidders using the Standard Instruction to Bidders for Construction Contracts (EJCDC C-200, 2013) as modified by this Bulletin
Bid Form	Use EJCDC C-410 (2013) as modified by this Bulletin.
Bid Bond	
Notice of Award	Use EJCDC C-510 (2013) or Exhibit I of this Bulletin. Owner must obtain Concurrence of Agency prior to announcing award.
Agreement Between Owner and Contractor (Stipulated Price)	Use EJCDC C-520 (2013) as modified by this Bulletin.
Standard General Conditions of the Construction Contract	Use EJCDC C-700 (2013). Modifications to C-700 should be made in the Supplementary Conditions, not in C-700 itself.
Supplementary Conditions	Engineer will develop the Supplementary Conditions using the Guide to Preparation of Supplementary Conditions (EJCDC C-800) as modified by this Bulletin.
Performance Bond	Use EJCDC C-610 (2013) Note that the bond must be at least 100% of the bid amount.
Payment Bond	Use EJCDC C-615 (2013) Note that the bond must be at least 100% of the bid amount.
Application for Payment	Use EJCDC C-620 (2013) or Form RD 1924-18. These documents are pre-approved for use per 7 CFR 1780.76(e).
Change Order	Use EJCDC C-941 (2013) or Form RD 1924-7. These documents are pre-approved for use per 7 CFR 1780.76(h)(2).
Notice to Proceed	Use EJCDC C-550 (2013) or Exhibit J of this Bulletin.
Certificate of Substantial Completion	Use EJCDC C-625 (2013)
Compliance Statement	Use Form RD 400-6
Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion- Lower Tier Covered Transactions.	Use Form AD -1048
Certification for Contracts, Grants, and Loans	Use Exhibit A-1 of RD Instruction 1940-Q
Construction Project Sign	Use Exhibit H
Certificate of Owner's Attorney	Use template provided in Exhibit F of this Bulletin.
Engineer's Certification of Final Plans and Specifications.	Use template provided in Exhibit G of this Bulletin.
AIS Requirements, certifications, and materials list	Kentucky Bulletin 1780-2

ENGINEER'S DEVELOPMENT OF INSTRUCTIONS TO BIDDERS

The Engineer will develop the Instructions to Bidders using the Suggested Instructions to Bidders (EJDCD C-200, 2013) and using the instructions provided in this Bulletin. In addition, the Engineer must ensure that any applicable state or federal requirements are added to the Instructions to Bidders (ITB) Article 24. The USDA, Rural Utilities Service, Water and Waste Disposal program does not require the use of Davis Bacon Wage rates in most cases, but other sources of federal funds only.

- ITB 3.01. The second suggested version of 3.01 is not acceptable for use on RUS funded projects. Owners must not preclude entities from submitting bids.
- ITB 8.01. Bid Security must be at least 5% of the Bidders maximum Bid price.
- ITB 9.01. The second suggested version of 9.01 (applicable to Price-plus-time bids) is not acceptable for use on RUS funded projects.
- ITB 11. The following text should be used for Article 11.

Article 11- SUBSTITUTES AND "OR EQUAL" ITEMS

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

11.02 All prices that Bidder sets forth in its Bid shall be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of a post-Bid approval of "or equal" or substitution requests are made at Bidder's sole risk.

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

- ITB 12.01. **Note to user: If this paragraph is applicable to this construction contract, it should be amended to read:** Add the following text at the end of the first sentence " , in accordance with SC7.06B, ITB Article 23, and Article 2.02 of the Bid Form.
- ITB 12.02. Do not include this second paragraph of Article 12.
- ITB 12.03 Insert the following text at the beginning of the third paragraph of Article 12, "If required by the bid documents."

- ITB 12.05. Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom the Contractor has reasonable objection.
- ITB 12.06. The Contractor shall not award work to a Subcontractor(s) in excess of the limits stated in SC 7.06.
- ITB 14.01. The fourth suggested versions of 14.01 (for cost-plus-fee bids) is not acceptable for use on RUS financed projects.
- ITB 14.04. Do not include Article 14.04 (applicable only to Price-plus-time bids).
- ITB 19.03 The fourth version of 19.03.B (for Cost-plus-fee bids) is not applicable for use on RUS financed projects and should be replaced with the following.

19.03.B. In comparison of the bids, if there is no acceptable bid within available project funds, alternate deducts will be applied in the same order of priority as listed in the bid form. To determine the bid prices for purpose of comparison, owner shall announce a “Base bid minus any necessary deducts” budget after receiving all bids, but prior to the opening of them. For comparison purposes, deductions will be made, following the order of priority established in the Bid Form, until an acceptable bid is within the project funds available. All bids will be recalculated with each deduction, and each bidder should be aware, the apparent low bidder may change following each deduction. After determination of Successful Bidder based on this comparative process and on the responsiveness, responsibilities, and other factors set forth in these instructions, the award may be made to said Successful Bidder on its base bid, minus any deductions to the base bid price.

- ITB 19.03.C. Will not be used (only applicable to Price-plus-time bids).
- ITB 22. This article should be deleted.
- ITB 23: ***Note to user: If this paragraph is applicable to this construction contract, specific language must be added to clearly relay to contractor expectations, liabilities assumed, warranty assumption, requirements..., with reference to SC7.06B, ITB 12.01, and Article 2.02 of the Bid Form.***
- ITB 24. The following text must be used for Article 24.

Article 24. Federal Wage Rate Requirements

- 24.01 Federal requirements in Article 19 of the Supplementary Conditions apply to this project.
- 24.02 If the contract price is in excess of \$100,000, provisions of the Contract Work Hours and Safety Standards Act at 29 CFR 5.5(b) apply.

ENGINEERS DEVELOPMENT OF BID FORM

Development of the Bid Form must be based on the Bid form for Construction Contracts (EJCDC C-401, 2013) as modified below.

- In article 2, Bidders Acknowledgements, bid hold time needs to be changed to 90 days.
 - Article 5, "Basis of Bid" do not use the suggested Formats for Price-plus-Time Bids or Cost-plus-Fee bids.
 - Use the first version of Article 6.01 regarding "Time of Completion".
 - Add the following additional required Attachments to Article 7.01, "Attachments to Bid";
- H. If bid amount exceeds \$10,000, signed Compliance Statement (RD 400-6). Refer to specific equal opportunity requirements set forth in the Supplemental General Conditions.
- I. If Bid amount exceeds \$25,000, signed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transactions (AD-1048)
- J. If Bid amount exceeds \$100,000, signed RD Instruction 1940-Q, Certification for Contracts, Grants, and Loans.

ENGINEERS DEVELOPMENT OF AGREEMENT BETWEEN
OWNER AND CONTRACTOR

Development of the Agreement between Owner and Contractor must be based on EJCDC C-520, 2013, as modified below.

- Delete paragraph 4.04 in its entirety and insert “Deleted” in its place.
- Amend Paragraph 6.02.A.1 by adding 95 to the blanks.
- Amend Paragraph 6.02.A.1 by deleting the period at the end of the first sentence, replacing it with a semicolon, and by striking out the following text: “If Work has been 50 percent completed as determined by the Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of work remain satisfactory to the Owner and Engineer, there will be no additional retainage.”
- Amend paragraph 6.02.B by inserting “of the entire construction to be provided under the Contract Documents” after “Substantial Completion.”

ENGINEER'S DEVELOPMENT OF SUPPLEMENTARY CONDITIONS

The Engineer will develop Supplementary Conditions using the guidelines from the Guide to Preparation of Supplementary Conditions (EJCDC C-800, 2013), instructions provided in the Bulletin, and by adding other project-specific supplementary conditions as required for the project.

The Supplementary Conditions document that is developed for a specific Project is the contractual means by which the Standard General Conditions (EJCDC C-700, 2013) are modified and supplemented for the Project. The references in the Supplementary Conditions items below (and in EJCDC C-800 as published) to adding, amending, or supplementing, are referring to the paragraph of C-700. Thus the first items below, SC 1.01.A.8, is a contractual provision that adds to the stated language ("The Change Order form used etc.") to Paragraph 1.01.A.8 of C-700.

As in C-800 itself, the actual Supplementary Conditions (contract terms) are shown in bold, as modified below. Also included below are few Guidance Notes to assist in development of the Project-specific Supplementary Conditions document. The Guidance Notes are not in bold.

The Supplementary Conditions items that follow are mandatory for each specific Project, unless noted otherwise. In most cases they are new supplemental (ASC) items; in a few cases, they replace or expand on a Supplementary Condition item that is in EJCDC C-800, as published.

In addition to including the items that follow in the Supplementary Conditions document for the specific Project, the Engineer (in cooperation with the Owner) should also follow the guidance of EJCDC C-800, as published, to develop other SC items for inclusion in the Project-specific Supplementary Conditions document; as the published guidance indicates, some of the published SC items are mandatory, or require additional Project-specific input, such as insurance coverage limits. Other SC items in C-800 as published are optional but in many cases will be useful for the specific Project.

Include the following RUS-mandated Supplementary Conditions (or follow the Guidance Notes provided) in the Supplementary Conditions document for the specific Project:

- SC 1.01.A.3 Add the following at the end of the last sentence of Paragraph 1.01.A.3

The Application for Payment form to be used on this project is EJCDC C-620 (2013), or RD Form 1924-18.

- SC 1.01.A.8 Add the following at the end of the last sentence of Paragraph 1.01.A.8

The Change Order form to be used on this Project is EJCDC C-941 or RD Form 1924-7. Agency approval is required before Change Orders are effective or eligible for payment.

- SC 1.01.A.48 Add the following language at the end of the last sentence of Paragraph 1.01.A.

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

- SC 1.01.A.49 Add the following new Paragraph

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

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

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

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

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

- SC 2.06.B (non-mandatory). Guidance note. **If the parties do not intend to develop electronic or digital transmittal protocols, then Paragraph 2.06.B of the General Conditions may be deleted. Use the following Supplementary Condition in such case:**

SC 2.06.B Delete Paragraph 2.06.B and replace it with the term **[deleted]**

Guidance note continued: If the use of electronic data, electronic media, or electronic project monitoring in planned for this Project, then the parties may develop a protocol with the assistance of the Engineer or Consensus DOCS form 200.2 may be added to the Construction Contract as an Exhibit. If Consensus DOCS form 200.2 will be used, then include the following Supplementary Condition:

SC 2.06.B Add the following language to the end of 2.06.B:

Special requirements for electronic data apply to this Project. See attached Exhibit entitled “Electronic Communications Protocol Addendum,” Consensus DOCS form 200.2.

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

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

- SC 5.03 Guidance Note: Amend Paragraph 5.03 using one of the suggested Paragraphs in SC 5.03 in EJCDC C-800, concerning reports and drawings of conditions at the Site, and any Technical Data in the reports and drawings on whose accuracy the Contractor may rely.

- SC 5.06 Guidance Note. Amend Paragraph 5.06 using one of the suggested Paragraphs SC 5.06 from EJCDC C-800, concerning reports and drawings regarding Hazardous Environmental Conditions at the Site, and any Technical Data in those reports and drawings on whose accuracy the Contractor may rely.

- SC 6.03 Guidance Note: Amend paragraph 6.03 identifying specific insurance coverage requirements using guidance from EJCDC C-800.

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

Unless the specifications or description contains or is followed by words reading that no like, equivalent, or “an-equal” item is permitted.

- SC 7.04.A.1 Amend the last sentence of Paragraph a.3 by striking out “**and**”, and adding a period at the end of the paragraph.
- SC 7.04.A.1 Delete paragraph 7.04.A.1.a.4 and insert “**Deleted**” in its place
- SC 7.06.A Amend Paragraph 7.06A by adding the following text at the end of the Paragraph:
“**The Contractor shall not award work valued at more than fifty percent of the Contract Price to Subcontractor(s).**”
- SC 7.06.B *Note to user: If GC 7.06B is applicable to this construction contract, SC 7.06B should be added to read:* Amend paragraph 7.06B by adding the following text at the end of the paragraph. “ , in accordance with ITB 12.01, ITB 23, and Article 2.2 of the Bid Form.”
- SC 7.06.E Amend the second sentence of Paragraph 7.06E by striking out “**Owner may also require Contractor to retain specific replacements provided, however, that**”
- SC 7.09 Delete paragraph 7.09 and insert “**Deleted**” in its place.
- SC 10.03 Guidance Note: **Amend Paragraph 10.03 using one of the two alternatives presented in C-800’s section 10.03. (Either the Engineer will provide the RPR services or the Project, with specific authority and responsibilities, or Engineer will not provide RPR services).**

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

All Contract Change Orders must be concurred by Agency before they are effective or can be eligible for reimbursement.

- SC 13.02.C Delete Paragraph 13.02.C and insert “**Deleted**” in its place.
- SC 15.01.B Amend the second sentence of Paragraph 15.01B by striking out the following text: “**a bill of sale, invoice, or other.**”
- SC 15.01.B.3 Add the following language at the end of paragraph 15.01.B.3:

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

- SC 15.01.B.4 Add the following new Paragraph after Paragraph 15.01.B.3:

The Application for Payment form to be used on the Project is EJCDC C-620 or Form RD 1924-18, unless another form is agreed upon by the Engineer, Owner, and Agency. The Agency must approve all Applications for Payment before payment is made.

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

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

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

- SC 18.09 Add the following new paragraph after Paragraph 18.08:

Tribal Sovereignty: No provision of this Agreement will be construed by any of the signatories as abridging or debilitating any sovereign powers of the {insert name of tribe} Tribe; affecting the trust-beneficiary relationship between the Secretary of the Interior, Tribe, and Indian landowner(s); or interfering with the government-to-government relationship between the United States and the Tribe.

- SC 19 Add Article 19 titled “FEDERAL REQUIREMENTS”

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

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

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

A. Owner and Contractor will furnish Owner’s attorney such evidence as required so that the Owner’s attorney can complete and execute the following “Certificate of Owner’s Attorney” (Exhibit F) before Owner submits the executed Contract Documents to Agency for approval.

B. Guidance Note: Amend Paragraph 10.03 using one of the two alternatives presented in C-800’s section 10.03 (Either the Engineer will provide RPR services on the Project, with specific authority and responsibilities, or Engineer will not provide RPR services).

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

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

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

A. If Owner finds after a notice and hearing that Contractor, or any of the Contractor’s agents or representatives offered or gave gratuities (in the form of entertainment, gifts, or otherwise) to any official, employee, or agent of Owner or Agency in an attempt to secure this Contract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Contract, Owner may, by written notice to Contractor, terminate this Contract. Owner may also pursue other rights and remedies that the law or this Contract provides. However, the existence of the facts on which Owner bases such findings shall be an issue and may be reviewed in proceedings under the dispute resolution provisions of this contract.

- B. In the event this Contract is terminated as provided in paragraph 19.04.A, Owner may pursue the same remedies against Contractor as it could pursue in the event of a breach of Contract by Contractor. As a penalty, in addition to any other damages to which it may be entitled by law, owner may pursue exemplary damages in an amount (as determined by Owner) which shall not be less than three nor more than ten times the costs Contractor incurs in providing any such gratuities to any such officer or employee.**
- SC 19.05 Add the following language after Article 19.04.B with the title “**Small, Minority, and Women's Businesses**”:
- A. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. If Contractor intends to let any subcontracts for a portion of the work, Contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include**
- (1) Placing qualified small minority and women’s businesses on solicitation lists;**
 - (2) Assuring that small, minority and women’s businesses are solicited whenever they are potential sources;**
 - (3) Dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation of small, minority, and women’s businesses;**
 - (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, women's business enterprises;**
 - (5) Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the US Department of Commerce.**
- SC 19.06 Add the following language after Article 19.05.A with “**Anti Kickback**”;
- A. Contractor shall comply with the Copeland Anti-Kickback Act (40 USC 3145) as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and subcontractors on Public Buildings or Public Works Financed in Whole or in Part by Loans or Grants of the United States”). The Act provides that Contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public facilities, to give up any part of the compensation to which they are otherwise entitled. Owner shall report all suspected or reported violations to Agency.**
- SC 19.07 Add the following language after Article 19.06.A with “**Clean Air Act (42 USC 7401-7671q) and the Federal Pollution Control Act (33 USC 1251-1387), as amended**”;
- A. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).**

- SC 19.08 Add the following language after Article 19.07.A with “**Equal Opportunity Requirements**”;
 - A. **The Contract is considered a federally assisted construction contract. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 (Comp., p. 339), as amended by Executive Order 11375, "amending executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."**

- SC 19.09 Add the following language after Article 19.08.A with “**Byrd Anti-Lobbying Amendment (31 USC 1352)**”;
 - A. **Contractors that apply for a bid for award exceeding \$100,000 must file the required certification (RD Instruction 1940Q, Exhibit A-1). The Contractor certifies to the Owner and every subcontractor certifies to the Contractor that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of an agency, a member of Congress, and officer or employee of Congress, or an employee of a member of Congress in connection with obtaining the Contract if it is covered by 31 USC 1352. The Contract and every subcontractor must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining Federal award. Such disclosures are forwarded from tier to tier up to the Owner. Necessary certification and disclosure forms shall be provided by Owner.**

- SC 19.10 Add the following language after Article 19.09.A with the title “**Environmental Requirements**”:

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

 - A. **Wetlands-** When disposing of excess, spoil, or other construction materials on public or private property, Contractor shall not fill in or otherwise convert wetlands.

 - B. **Floodplains-** When disposing of excess, spoil, or other construction materials on public or private property, Contractor shall not fill in or otherwise concert 100-year floodplain areas (Standard Flood Hazard Area) delineated on the latest Federal Emergency Management Agency Floodplain Maps, or other appropriate maps, E.G. alluvial soils on NRCS Soul Survey Maps.

 - C. **Historic Preservation-** Any excavation by Contractor that uncovers an historical or archaeological artifact or human remains shall immediately report to the Owner and a representative of Agency. Construction shall be temporarily halted pending the notification process and further directions issued by Agency after consultation with the State Historic Preservation Officer (SHPO).

- D. Endangered Species-** Contractor shall comply with the Endangered Species Act, which provides for the protection of endangered and/or threatened species and critical habitat. Should any evidence of the presence of endangered and/or other threatened species or their critical habitat be brought to the attention of Contractor, Contractor will immediately report this evidence to Owner and representative of Agency. Construction shall be temporarily halted pending the notification process and further directions issued by Agency after consultation with the US Fish and Wildlife Service.
- E Mitigation Measures-** The following environmental mitigation measures are required on this Project: *(Insert mitigation measures here)*.
- SC 19.11 Add the following language after Article 19.10.E with “**Contract Work Hours and Safety Standards Act (40 USC 3701-3708)**”;
- A. Where applicable, for contracts awarded by Owner in excess of \$100,000 that involve employment of mechanics or laborers, the Contractor must comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR part 5). Under 40 USC 3702 of the Act, the Contractor must compute the wages of every mechanic and laborer on the basis of standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC 3704 are applicable in construction work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.**
- SC 19.12 Add the following language after Article 19.11.A with the title “**Debarment and Suspension (Executive Orders 12549 and 12689)**”;
- A. A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory other than Executive Order 12549.**
- SC 19.13 Add the following language after Article 19.12.A with the title “**Procurement of recovered materials**”:
- A. The Contractor must comply with 2 CFR Part 200.322, "Procurement of recovered materials."**

CERTIFICATE OF OWNER'S ATTORNEY AND AGENCY CONCURRENCE

CERTIFICATE OF OWNER'S ATTORNEY

PROJECT NAME: _____

CONTRACTOR NAME: _____

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

Name

Date

AGENCY CONCURRENCE

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

Agency Representative Signature

Date

Printed Name and Title

ENGINEER'S CERTIFICATION ON FINAL PLANS AND SPECIFICATIONS

PROJECT NAME: _____

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

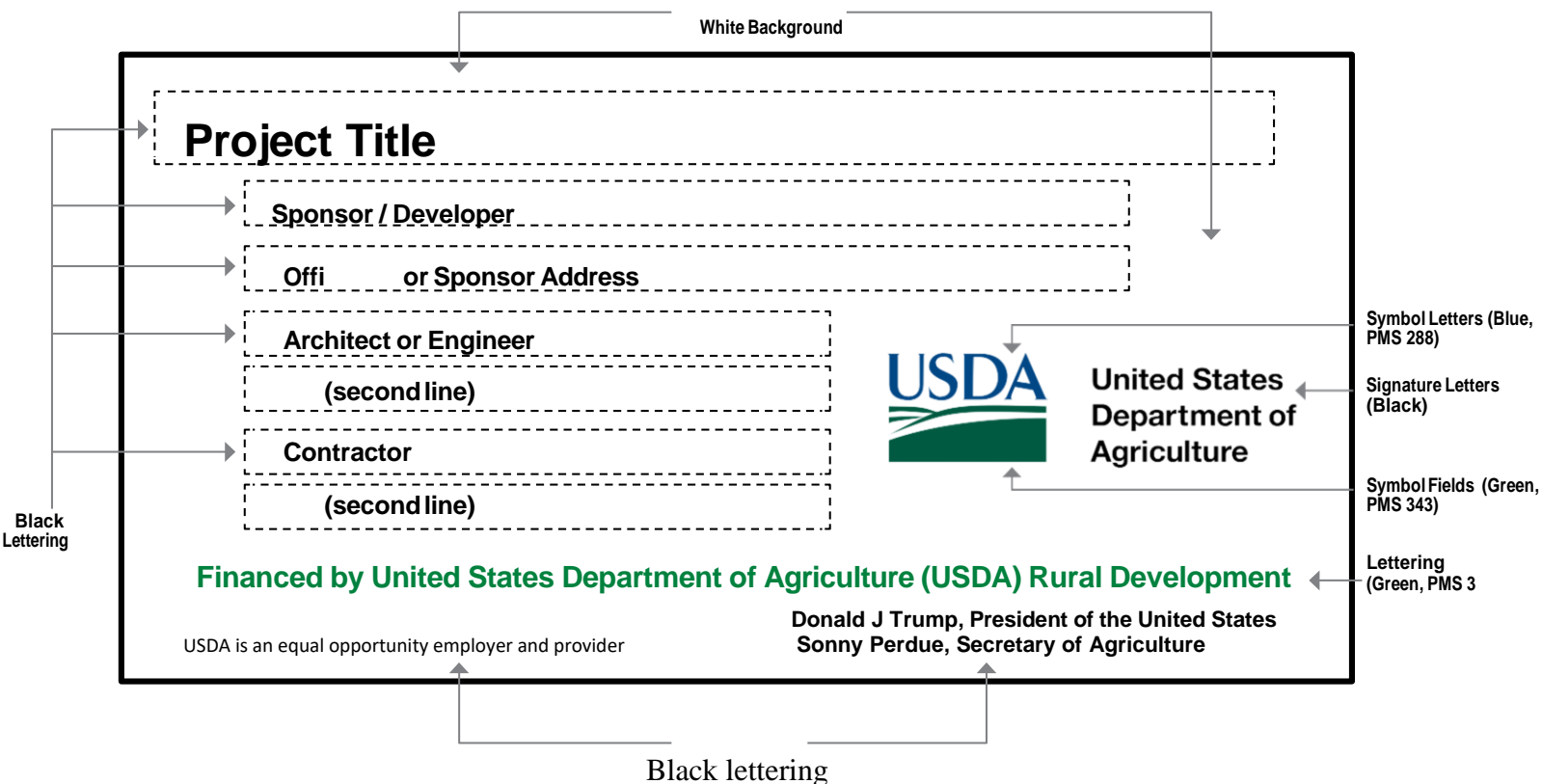
If the EJCDC documents have been used, all modifications required by Kentucky Bulletin 1780-1 have been made in accordance with the terms of the license agreement, which states in part that the Engineer "must plainly show all changes to the Standard EJCDC text, using "Track Changes" (redline/strikeout), highlighting, or other means of clearly indicating additions and deletions." Such other means may include attachments indicating changes (e.g. Supplementary Conditions modifying the General Conditions).

Engineer

Date

Name and Title

TEMPORARY CONSTRUCTION SIGN FOR RURAL DEVELOPMENT PROJECTS



Sign Dimensions: 1200 mm x 2400 mm x 19 mm (approx. 4' x 8' x 3/4")
PLYWOOD PANEL (APA RATED A-B GRADE-EXTERIOR)

NOTICE OF AWARD

TO: _____

PROJECT Description: _____

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated _____, 20____, and Information for Bidders.

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

You are required by the Information for Bidders to execute the enclosed Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND and certificates of insurance within fifteen (15) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within fifteen (15) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

Within ten (10) days of your compliance of the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

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

Dated this _____ day of _____, 20_____.

Owner: _____

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

By _____ . this the _____ day

of _____, 20_____.

Title _____

NOTICE TO PROCEED

TO: _____

DATE: _____

PROJECT NAME: _____

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 20____, on or before _____, 20___. In accordance with the Agreement, the date of substantial completion is _____, and the date of readiness for final payment is _____, 20 ___. **OR** , and the number of days needed to achieve readiness for final payment is _____.

Before starting work at the site, Contractor must comply with the following:
{*Note any access limitations, security procedures, or other restrictions*}

Owner: _____

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PRO-

CEED is hereby acknowledged on behalf of

_____,
(Company Name)

This, the _____ day of 20_____

By _____

Title _____

COMPLIANCE STATEMENT

This statement relates to a proposed contract with _____

(Name of borrower or grantee)

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

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

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

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

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

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

(See Reverse).

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

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

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

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

DATE _____

(Signature of Bidder or Prospective Contractor)

Address (including Zip Code)

RD Instruction 1940-Q
Exhibit A-1

CERTIFICATION FOR CONTRACTS, GRANTS AND LOANS

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant or Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant or loan.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant or loan, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including contracts, subcontracts, and subgrants under grants and loans) and that all subrecipients shall certify and disclose accordingly.

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

(name)

(date)

(title)

Form Approved - OMB No.
 0505-0027 Expiration Date: 12/31/2019



United States Department of Agriculture

AD-1048

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
 Lower Tier Covered Transactions**

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.355, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal and civil fraud privacy, and other statutes may be applicable to the information provided.

(Read Instructions On Page Two Before Completing Certification)

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

ORGANIZATION NAME

PR/AWARD NUMBER OR PROJECT NAME

NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)

SIGNATURE(S)

DATE

The U.S. Department of Agriculture (USDA) prohibits discrimination in all of its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, political beliefs, genetic information, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs). Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Assistant Secretary for Civil Rights, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Stop 9410, Washington, DC 20250-9410, or call toll-free at (866) 632-9992 (English) or (800) 877-8339 (TDD) or (866) 377-8642 (English Federal-relay) or (800) 845-6136 (Spanish Federal-relay). USDA is an equal opportunity provider, employer and lender.

Instructions for Certification

- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.
- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (3) The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- (6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

UNITED STATES DEPARTMENT OF AGRICULTURE
Rural Utilities Service
KENTUCKY BULLETIN 1780-2

SUBJECT: Guidance for Implementation of American Iron and Steel (AIS).

TO: Applicants, Consulting Engineers, Contractors, and Manufacturers

EFFECTIVE DATE: Date of approval.

INSTRUCTIONS: This Bulletin replaces the existing 2018 Kentucky Bulletin 1780-2.

AVAILABILITY: This Bulletin, as well as any RD or RUS instructions, regulations, or forms referenced in this Bulletin are available at any RD State Office or Area Office. The State Office staff is familiar with the use of the documents and can answer specific questions or RD requirements.

The basic concept of this new requirement is that all iron and steel products used in projects funded by RUS WEP must be produced in the United States. Iron and steel products are defined on page 14 of this Bulletin.

PURPOSE: This Bulletin provides information and guidance to effected parties regarding the AIS Requirements mandated by Section 746 of Title VII Consolidated Appropriations Act of 2017 (Division A-Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statues mandating domestic preference.

Julie Anderson
State Engineer
Water and Environmental Programs

11/19/2019

Date

TABLE OF CONTENTS

1.	BACKGROUND.....	3
2.	APPCILABILITY.....	3
3.	IMPLEMENTATION.....	4
4.	OWNER RESPONSIBILITIES.....	5
5.	ENGINEER RESPONSIBILITIES.....	5
6.	CONTRACTOR RESPONSIBILITIES.....	6
7.	MANUFACTURER, SUPPLIER, DISTRIBUTOR RESPONSIBILITIES.....	7
8.	RESPONSIBILITIES UNDER THE GUARANTEED LOAN PROGRAM.....	8
9.	ECWAG.....	8
10.	AGREEMENT BETWEEN OWNER & ENGINEER (E-500).....	8
11.	BIDDING AND CONSTRUCTION CONTRACT DOCUMENTS (EJCDC C-SERIES, 2013).....	10
12.	PURCHASE OF EQUIPMENT AND MATERIALS.....	17
13.	WAIVER PROCESS.....	17
14.	MONITORING.....	19
15.	NON-COMPLIANCE.....	19
16.	INTERNATIONAL AGREEMENTS.....	20
17.	USE OF ATTACHMENTS.....	20

1. BACKGROUND

- A. Section 746 of Title VII Consolidated Appropriations Act of 2017 (Division A- Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statues mandating domestic preference. It applies a new American Iron and Steel (AIS) requirement on the Rural Development (RD) WEP program.
- B. Statutory Language: SEC 746 Division A Title VII the Consolidated Appropriations Act of 2017.
 - (1) No Federal funds made available for this fiscal year for the rural water, waste water, waste disposal, and solid waste management programs authorized by sections 306, 306A, 306C, 306D, and 310B of the Consolidated Farm and Rural Development Act (7 USC 1926 et seq.) shall be used for a project for the construction, alteration, maintenance, or repair of a public water or wastewater system unless all of the iron and steel products used in the project are produced in the United States.
 - (2) In this section, the term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipe flanges, manhole covers, and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

2. APPLICABILITY

- A. The requirements of AIS apply only to projects that construct, alter, enlarge, extend, maintain, repair or otherwise improve rural water, sanitary sewage, solid waste disposal, and storm wastewater disposal facilities.
- B. The requirements apply to projects using funds from RD WEP. Any amount of funding from this program requires compliance with the AIS requirements. Use of funds from this program is not allowed unless the requirements for AIS are met for the entire project. Projects that leverage funds from other funding sources are also subject to the requirements.
- C. The requirements apply in the United States as defined in Section 746 (g) of the statute and therefore do not apply to projects located in Puerto Rico, the Virgin Islands, or Western Pacific Territories.
- D. The requirements apply to any used iron and steel products to be constructed in the project.
- E. The requirements do not apply to projects for which any funds were obligated on or before May 5, 2017. The requirements therefore do not apply to subsequent obligation of funds for projects which had an initial obligation of funds on or before May 5, 2017.
- F. The requirements do not apply to contracts which were executed prior to or on May 5, 2017, regardless of date of obligation.

- G. The requirements do not apply to projects for which contracts were executed and/or construction is already underway and/or completed prior to applying to USDA for funding.
 - H. The requirements do not apply to products primarily composed of iron and/or steel (composed of more than 50%) if they are not listed in the statute.
 - I. The requirements do not apply to raw materials used in the production of iron or steel such as iron ore, limestone, scrap iron and scrap steel.
 - J. The requirements do not apply to any items that are at the construction site temporarily, such as scaffolding, trench boxes, and equipment temporarily used or stored on site.
 - K. The requirements do not apply when the sole purpose of the loan and/or grant is to fund non-construction activities such as capacity/connection fees or the acquisition of a system.
 - L. The requirements supersede any regulation on full and open competition stated in 7 CFR 1780.70 (b) and 2 CFR Part 200.319. For example, if an iron and steel product that is compliant with AIS is made by only one manufacturer, provided documentation is submitted and verified, sole source procurement of said product may be used.
 - M. The requirements only apply to the final product as delivered to the work site and incorporated into the project. The need for compliance of an item with AIS depends on whether or not the final assembled product is listed. Components of a final product, even if they are listed, do not need to comply with the AIS requirements. In the case of an assembled product where the primary component is not listed in the 2017 Consolidated Appropriations Act and includes components/appurtenances that are specifically listed, said assembled product is not subject to AIS (e.g. pump assembly).
 - N. The requirements do not apply to any material that falls under a national waiver. There are three approved national waivers (attached for reference). They are the De minimis and Minor Components Waiver, Pig Iron and Direct Reduced Iron, and Stainless Steel Nuts and Bolts. These items should still be listed on the AIS Materials Tracking sheet but under Manufacturer list which waiver applies. De minimis must still be calculated.
3. IMPLEMENTATION (Agency, Owner, Engineer, Contractor, manufacturer's et al)
- A. There are several parties involved in compliance with the AIS requirement and some requirements are specific to a party.
 - B. The parties that have one or more responsibilities under AIS include: the Agency funding recipients under the Water and Waste Disposal Loan and Grant program and Guaranteed Loan Program, consulting engineers, construction contractors, suppliers, distributors, manufacturers; lenders under the Guaranteed Loan Program; and grantees under 306C and ECWAG programs.

4. OWNER RESPONSIBILITIES:

- A. Sign loan resolutions, grant agreements and letters of intent to meet conditions which include AIS language, accepting AIS requirements in those documents and in the letter of conditions.
- B. Sign Agreement for Engineering Services, executed construction contracts and all other appropriate and necessary documents which include AIS language.
- C. Acknowledge responsibility for compliance with AIS requirements by signing change orders (i.e. C-941 of EJCDC or RD Form 1924-7) and partial payment estimates (i.e. C-602 of EJCDC or RD Form 1924-18).
- D. Obtain the certification letters from the Engineer once substantial completion has been achieved and maintain this documentation for the life of the loan.
- E. In special cases where the Owner provides its' own engineering and/or construction services, provide copies of Engineer's Certification Letter (Attachment 2) and Contractor's Certification Letter (Attachment 3) to the Agency. Manufacturer's Certification Letter (Attachment 4) must be obtained by the Owner for each AIS qualifying product. All certification letters must be kept in the Engineer's project file and on site during construction. For Owner Construction (Force Account), all AIS clauses from Section 11 must be included in the Agreement for Engineering Services.

5. ENGINEER RESPONSIBILITIES

- A. Costs of compliance with AIS should be included in the engineering fees (if appropriate) and in Engineer's opinions of probable project costs.
- B. Include AIS language (Section 11) in the Agreement for Engineering Services.
- C. Plans, specifications, bidding documents and bid addenda must include required AIS language (Section 12). For any AIS products specified by brand names, obtain a Manufacturer's Certification Letter (Attachment 4) from the manufacturer to verify the products comply with AIS.
- D. Certify that plans, specifications, and bidding documents comply with AIS and commit that bid addenda, executed contracts and change orders will comply with AIS and submit Engineer's Certification Letter (Attachment 2) to the Agency ***prior to authorization to advertise for bids.*** Include a preliminary list of those items subject to AIS for bidding purposes (Attachment 10).
- E. Provide a copy of the Manufacturer's Certification Letter (Attachment 4) on any specified brand name AIS products in the plans, specifications and bidding documents including any bid addenda to the Contractor.

- F. After award of the contract, consult with the low bidder to finalize the preliminary list of AIS items and develop a comprehensive list of all AIS components to be used in construction and electronically submit to RD State Engineer. AIS Materials List (Attachment 10) should be used to set up the master list and must be updated and submitted with each pay request.
- G. Review shop drawings and change orders to ensure compliance with AIS. For shop drawings under consideration for any brand name, equal and/or substitute, any iron and steel products subject to AIS, obtain the Manufacturer's Certification Letter (Attachment 4) from the Contractor to verify the products comply with AIS.
- H. Keep all certification letters from the Engineer, Contractor, and any AIS material manufacturer in the Engineer's project file. Provide a copy of the manufacturer's certification to the RD Engineer with each pay request that includes that AIS item. The RD Engineer will perform site AIS compliance inspections during construction. A copy of all manufacturer's letters to date that have been submitted and reviewed by RD Engineer will be used to compare the delivered and installed materials (if possible).
- I. Review AIS Materials List (Attachment 10) submitted with each pay request to verify accuracy and sign and date.
- J. For any change order under consideration for any AIS products, obtain a Manufacturer's Certification Letter (Attachment 4) from party submitting the change proposal to ensure compliance with AIS.
- K. Acknowledge responsibility for compliance with AIS requirements by signing change orders (i.e. C-941 of EJCDC or RD Form 1927-7) and partial pay estimates (i.e. C-620 of EJCDC or RD Form 1924-18).
- L. Upon substantial completion of project, obtain the Contractor's Certification Letter (Attachment 4) and a complete and final AIS Materials List (Attachment 10) to submit to the RD State Engineer. Obtain copies of any/all manufacturers' certification letters for all AIS products used in the project to be kept in the Owner's project file.
- M. Resident project representative (RPR) reports must include verification, either by picture or written statement, when an AIS item is delivered and when it is installed and was in compliance with requirements based on manufacturer's certification.

6. CONTRACTOR RESPONSIBILITIES

- A. Review the Engineer's AIS information, preliminary list of applicable AIS items, and all instructions prior to bid preparation.
- B. Bid submittal with a request for consideration from a proposed equal or substitute should also include a Manufacturer's Certification Letter (Attachment 4) to verify the products comply with AIS.
- C. Upon award of the contract, obtain copies of any and all manufacturers' certification letters from the Engineer for brand name products specified by the Engineer.

- D. Shop drawing submittals for proposed equals, substitutes, and any iron and steel product subject to AIS, provide a Manufacturer's Certification Letter (Attachment 4) to verify the product complies with AIS. Work with the Engineer to develop a final comprehensive list of all AIS applicable materials. AIS Materials List (Attachment 10) should be used to set up the master list and must be updated, signed, and submitted with each pay request throughout the project and accompanied by the applicable manufacturer's certification.
 - E. Prior to construction, ensure that copies of any and all manufacturers' certification letters, including those from others (e.g. Engineer, Owner, etc.), for any specified AIS products to be used in the project are in the project file on site prior to installation.
 - F. Pay request must have an updated AIS Materials List (Attachment 10) with manufacturers certification for items included on the pay request and submitted with each pay request. All columns must be filled out completely as applicable. Do not complete columns under "De Minimis Materials Only" for qualifying materials. Sign and date. An excel version that will compute all totals can be obtained from the RD State Office that can be used as a working copy.
 - G. Change orders for any AIS products must include a Manufacturer's Certification Letter (Attachment 4) to the Engineer to verify the products comply with AIS.
 - H. Acknowledge responsibility for compliance with AIS requirement by signing change orders (i.e. C-941 of EJCDC or RD Form 1924-7) and partial pay estimates (C-620 of EJCDC or RD Form 1924-18).
 - I. Keep all manufacturer certification letters (including those from the Engineer and any manufacturer providing AIS products) on site during construction in the construction project file. If a construction item is required that does not appear to meet the AIS requirements, notify the project engineer as soon as possible and do not install the item until it has been resolved.
 - J. Upon substantial completion of the project, provide Contractor's Certification Letter (Attachment 3) to the Engineer that all iron and steel products installed comply with AIS
7. MANUFACTURER, SUPPLIER, DISTRIBUTOR RESPONSIBILITIES
- A. If iron and steel products are produced in the United States as defined in this Bulletin, prepare (applicable to manufacturers and fabricators) or obtain (applicable to suppliers, distributors, vendors, etc.) Manufacturer's Certification Letters (Attachment 4) and make available upon request to Engineer, Contractor, etc.
8. RESPONSIBILITIES UNDER THE GUARANTEED LOAN PROGRAM
AIS applies to projects funded by Section 306A- Guaranteed Loan Program
- A. Lenders are responsible to ensure that loan recipients comply with AIS requirements.
 - B. Loan recipients are ultimately responsible for compliance with AIS requirements.

9. ECWAG

- A. If construction contracts were awarded and/or executed or construction began prior to application, these projects are not subject to AIS (Section 2).
- B. If construction contracts were awarded and/or executed or construction began during the application process, these projects are subject to AIS.

10. AGREEMENT BETWEEN OWNER AND ENGINEER (EJCDC E-500) PROVISIONS

- A. Article 5.01.A: Add the following "Opinions of probable cost and any revisions thereof should reflect compliance with American Iron and Steel (AIS) requirements mandated in the Consolidated Appropriations Act of 2017 and any subsequent mandating domestic preferences."
- B. Add paragraph 5.03.B: "Opinions of total project cost and any revisions thereof should reflect compliance with AIS and any subsequent statutes mandating domestic preference."
- C. Add paragraph A.1.03.A.12: "Services required to determine and certify that to the best of the Engineer's knowledge and belief that all iron and steel products referenced in engineering analysis, the plans, specifications, bidding documents, and associated bid addenda requiring design revisions are either produced in the US or are subject to approved waiver. Services required to determine to the best of the Engineer's knowledge and belief that approved substitutes, equals, and all iron and steel products proposed in the shop drawings, change orders and partial payment estimates are either produced in the US, or are subject of an approved waiver. The de minimis waiver {add project specific waivers if applicable} applies to this contract."
- D. Add paragraph A.1.04.A.10: "Provide copies of all manufacturers' certification letters to the Bidders on brand name iron and steel products along with plans, specifications and bidding documents. Manufacturers' certification letters must on the Manufacturer's Certification Letter (Attachment 4) provided and be kept in the Engineer's project file and on site during construction."
- E. Add paragraph A.1.04.A.11: "Provide copies of all manufacturers' certification letters to the Contractor on any brand name iron and steel products upon award, Including any bid addenda and change orders. Manufacturers' certification letters must be kept in the Engineer's project file for the duration of construction."
- F. Add paragraph A.1.04.A.12: "Provide a preliminary list of those items subject to AIS requirements for bidding purposes and finalize with the Contractor for tracking and submit to RD. Review the contractors AIS Materials List (Attachment 10) for accuracy each month and include in each pay request with manufacturer's certification. An excel version that will compute all totals can be obtained from the RD State Office that can be used as a working copy."

- G. Modify A.1.05.A.17: Add the following prior to the first sentence "Review and approve, or take other appropriate action, with respect to shop drawings, samples, and other required Contractor submittals to ensure compliance with AIS requirements and any subsequent statutes mandating domestic preference. Any iron and steel products included in any submittal by the Contractor, must include the Manufacturer's Certification Letter (Attachment 4) to verify the products were produced in the U.S. Copies of these letters must be kept in the Engineer's project file and on site during construction."
- H. Article A.1.05.A.18: Add the following at the end of the paragraph as amended by Kentucky Bulletin 1780-1 "Prior to approval of any substitute "or equal" obtain the Manufacturer's Certification Letter (Attachment 4) to verify the products were produced in the U.S. Manufacturers' certification letters must be kept in Engineer's project file and on site during construction to ensure compliance with AIS requirements and any subsequent statutes mandating domestic preference, if applicable."
- I. Add subparagraph A.1.05.A.19.d: "Receive and review all manufacturers' certification letters for materials required to comply with AIS and any subsequent statutes mandating domestic preference to verify the products were procured in the U.S. Manufacturers' certification letters must be kept in the Engineer's project file on site during construction."
- J. Add subparagraph (c) to the end of A.1.05.A.20: (c) Review change proposals to ensure compliance with AIS requirements and any subsequent statutes mandating domestic preference."
- K. Add item "a" as a deliverable under paragraph A.1.05.A.24.b: (s) Obtain the Contractor's Certification Letter (Attachment 3) and copies of manufacturers' certification letters for all AIS used in the project. Upon substantial completion, provide copies of Engineer's, Contractor's, and all manufacturers' certification letters to the Owner. Attach Contractor's Certification Letter(Attachment 3) and a final AIS Materials List (Attachment 10) with letter of substantial completion and submit it to the Agency."
- L. Add subparagraph B.2.02: "Owners are ultimately responsible for compliance with AIS and any subsequent statutes mandating domestic preference and will be responsible for the following:
 - 1. Signing loan resolutions, grant agreements and letter of intent to meet conditions which include AIS language, accepting AIS requirements in those documents and in the letter of conditions.
 - 2. Signing change orders (i.e. C-941 of EJCDC or RD Form 1924-7) and partial pay estimates (C-620 of EJCDC or RD Form 1924-18) and thereby acknowledging responsibility for compliance with AIS requirements.
 - 3. Obtaining all certification letters from the Engineer upon substantial completion of the project and maintaining this documentation for the life of the loan.

4. Where the Owner provides their own engineering and/or construction services, provide copies of Engineer's, and Contractor's certification letters to the Agency, and obtain all manufacturers' certification letters as required. All certification letters must be kept in the Engineer's project file and on-site during construction. For Owner Construction (Force Account), all clauses from Section 11 must be included in the Agreement or Engineering Services.
 5. Where the Owner directly procures AIS products, including AIS clauses in the procurement contracts and obtaining manufacturers' certification letters and providing copies to consulting engineers and contractors.
- M. Add subparagraph D.1.01.C.11.g: "(g) Maintain all manufacturers' certification letters in the project file and on site during construction to ensure compliance with AIS requirements and any subsequent statutes mandating domestic preference, as applicable."
- N. Add the following at the end of D.1.01.C.11b: Daily reports should document delivery and installation of an AIS material and verify by picture or statement on the report that the manufacturer was the same as that listed on the AIS materials list and complied with AIS requirements.
11. BIDDING AND CONSTRUCTION CONTRACT DOCUMENTS (EJCDC C-SERIES, 2013)
- A. Advertisement for Bids (C-111)

Add at the end of C-111 prior to the Owner's name: "Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A- Agriculture, Rural Development, Food and Drug Administration, and Related Agencies, Appropriations Act, 2017) and subsequent statutes mandating domestic preference applies to American Iron and Steel requirement to this project. All listed iron and steel products used in this project must be produced in the United States. The term "iron and steel products" means the following products made primarily of iron and steel: lines or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. The de minimis waiver, pig iron and nuts and bolts all apply to this contract."
 - B. Instruction to Bidders (C-200)
 1. Article 5.01.C: Delete the semicolon at the end of the article and insert the following "included but not limited to the AIS requirements as mandated and any subsequent statutes mandating domestic preference which apply to the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.
 2. Article 11.01: Modify article as previously amended by Kentucky Bulletin 1780-1 by inserting the following sentence after "Each such request shall comply with the requirements of Paragraphs 7.04 and 7.05 of the General Conditions. Each such request shall include the Manufacturer's Certification Letter (Attachment 4) for compliance with AIS requirements and any subsequent statutes mandating domestic preference, if applicable.

3. Article 24.03: Add paragraph 24.03 :Section 746 of Title VII Consolidated Appropriations Act of 2017 (Division A- Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and any subsequent statues mandating domestic preference applies an American Iron and Steel requirement to this project. All iron and steel products used in this project must be procured in the United States. "Iron and Steel Products" is defined in Section 1.b.2. The de minimis waiver {add project specific waivers as applicable} applies to this contract."
- C. Bid Form (C-410)
1. Article 3.01.C: Add language at the end of the sentence "...and including all AIS requirements.
 2. Article 7.01: Add 7.01.K "Manufacturer's Certification Letter (Attachment 4) on any approved "or equal" or substitute request to ensure compliance with AIS requirements and any subsequent statutes mandating domestic preference.
- D. Supplementary General Conditions (C-800)
1. SC 1.01.A.51: "Manufacture's Certification Letter (Attachment 4) is documentation provided by the manufacturer, supplier, distributor, vendor, fabricator, etc. to various entities stating that the AIS products to be used in the project are produced in the U.S. in accordance with the AIS requirements.
 2. SC 1.01.A.52: "AIS refers to requirements mandated by Section 746 Title VII of the Consolidated Appropriation s Act of 2017 and any subsequent statutes mandating domestic preference. "Iron and Steel Products" is defined in Section 1.b.2.
 3. SC 7.03: Add sentence "all iron and steel must meet AIS requirements.
 4. SC 7.04.B.1: "Contractor shall include the Manufacturer's Certification Letter (Attachment 4) for compliance with AIS requirements to support data, if applicable. In addition, Contractor shall maintain an updated AIS Materials List (Attachment 10), to ensure that for de minimis waiver, cost is less than 5% of total materials cost for project." An excel version that will compute all totals can be obtained from the RD State Office that can be used as a working copy.
 5. SC 7.05.A.3.a4: "4) comply with AIS by providing the Manufacturer's Certification Letter (Attachment 4), if applicable.
 6. SC 7.11.A: Modify by inserting the following after "written interpretations and clarifications, "; "Manufacturer's Certification Letter (Attachment 4) is documentation provided by the manufacturer, supplier, distributor, vendor, fabricator, etc. to various entities stating that the iron and steel products to be used in the project are produced in the U.S. in accordance with AIS requirements.
 7. SC 7.16.A.1.e: "e. obtain the Manufacturer's Certification Letter (Attachment 4) for any item in the submittal subject to AIS requirements and include the certificate in the submittal.
 8. SC 7.16.D.9: Add the following paragraph: "Engineer's review and approval of shop drawings or sample shall include review of compliance with AIS requirements, as applicable."

9. SC 7.17.E: "Contractor shall certify, upon substantial completion, that all work and materials have complied with AIS requirements as mandated and any subsequent statutes mandating domestic preference. Contractor shall provide Contractor's Certification Letter (Attachment 3) to Owner.
10. SC 10.10.A: "A: Services required to determine and certify that, to the best of the Engineer's knowledge and belief, all iron and steel products referenced in the engineering analysis, the plans, specifications, bidding documents, and associated bid addenda requiring design revisions are either produced in the U.S. or are the subject of an approved waiver. Services required to determine, to the best of the Engineer's knowledge and belief, that approved substitutes, equals, and all iron and steel products proposed in the shop drawings, change orders, and partial pay estimates are either produced in the U.S. or are the subject of an approved waiver under the Consolidate Appropriations Act of 2017.
11. SC 11.06.A.1: Modify by inserting the following sentence after "within 15 days after the submittal of the change proposal..." "Include supporting data (project name, name of manufacturer, city and state where the product was manufactured, description of product, signature of authorized manufacturer's representative) in the Manufacturer's Certification Letter (Attachment 4), as applicable."
12. SC 14.03G: Installation of materials that are non-compliant with AIS requirements shall be considered defective work.
13. SC 15.01.B.4: "4. By submitting materials for payment, Contractor is certifying that the submitted materials are compliant with AIS requirements. Manufacturers' Certification letter for Materials satisfy this certification. Refer to Manufacturer's Certification Letter provided in these Contract Documents.
15. SC 15.01.C.2d: "d. The materials presented for payment comply with AIS requirements.
14. SC 15.01.D.2: An updated AIS Materials List (Attachment 10) included in these contract documents must be dated and signed and submitted with each pay request prior to payment being authorized with any applicable manufacturer's certification. An excel version that will compute all totals can be obtained from the RD State Office that can be used as a working copy.
16. SC 15.03.A: Modify by adding the following "Services required to determine and certify that, to the best of the Contractor's knowledge and belief, all substitutes, equals, and iron and steel products proposed in the shop drawings, change orders, and partial payment estimates are produced in the U.S. or are the subject of an approved waiver. Services required to certify that, to the best of the Contractor's knowledge, all those products installed for the project are either produced in the U.S. or are the subject of an approved waiver."
17. SC19.14: Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A- Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and any subsequent statutes mandating domestic preference applies in AIS requirement to this project. All iron and steel products used in this project must be produced in the U.S. The term "iron and steel products" is defined in Section 1.b.2. The de minimis waiver, pig iron and nuts and bolts waivers apply to this contract."

18. SC 19.15: add Definitions:

"Assistance recipient" is the entity that received funding assistance from programs required to comply with AIS requirements in the Consolidated Appropriations Act of 2017 and any subsequent statutes mandating domestic preference. This term includes owner and/or applicant.

"Certifications" means the following:

- *Manufacturers'* certification is the documentation provided by the manufacturer or fabricator to various entities stating that the iron and steel products to be used in the project are produced in the U.S. in accordance with AIS requirements. If items are purchased via a supplier, distributor, vendor, etc. vs. direct from the manufacturer or fabricator directly, then the supplier, distributor, vendor, etc. will be responsible for obtaining and providing these certification letters to the parties purchasing the product.
- *Engineer's* certification is documentation that plans, specifications, and bidding documents comply with AIS.
- *Contractors'* certification is documentation submitted upon substantial completion of the project that all iron and steel products installed were produced in the U.S.

"Coating" means a covering that is applied to the surface of an object. If a coating is applied to the external surface of a domestic iron or steel component, and the application takes place outside of the U.S., said product will be considered a compliant product under the AIS requirements. Any coating processes that are applied to the external surface of iron and steel components that would otherwise be AIS compliant would not disqualify the product from meeting the AIS requirements regardless of where the coating processes occur, provided that final assembly of the product occurs in the U.S. This exemption only applies to coatings on the *external surface* of iron and steel products, such as the lining of lined pipes. All manufacturing processes for lined pipes, including the application of pipe lining, must occur in U.S. for the product to be compliant with AIS requirements.

"Contractor" is the individual or entity with which the applicant has contracted (or is expected to) to perform construction services (or for water and waste projects funded by the programs which are subject to AIS requirements). This includes bidders and/or contractors that have received an award from the applicant and any party having a direct contractual relationship with the owner/applicant. A general contractor is often referred to as the prime contractor.

"Construction materials" are those articles, materials, or supplies made primarily of iron and steel, that are permanently incorporated into the project, not included mechanical and/or electrical components, equipment and systems. Some of these products may overlap with what is also considered "structural steel".

Note: Mechanical and electrical components, equipment, and systems are not considered construction materials. See definition of mechanical and electrical equipment.

"De minimis incidental components" are various miscellaneous low-cost components that are essential for, but incidental to, the construction and are incorporated into the physical structure of the project. Examples of incidental components could include small washers, screws, fasteners (such as "off the shelf" nuts and bolts, miscellaneous wire, corner bead, ancillary tube, signage, trash bins, door hardware etc.

Costs for de minimis incidental components cumulatively may comprise no more than a total of five percent of the total cost of the materials used in and incorporated into a project. The cost of an individual item may not exceed one percent of the total cost of the materials used in and incorporated into a project.

"Engineer" is an individual or entity with which the owner has contracted to perform engineering/architectural services for water and waste projects funded by the programs subject to AIS requirements.

"Iron and Steel Products" are defined as the following products made primarily of iron and steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. Only items on the above list made of primarily iron or steel, permanently incorporated into the project must be produced in the U.S. For example; trench boxes, scaffolding or equipment, which are removed from the project site upon completion of the project, are not required to be made of U.S. Iron or Steel.

"Manufacturers" meaning supplier, fabricator, distributor, materialman, or vendor is an entity with which the applicant, general contractor or with any subcontractor has contracted to furnish materials or equipment to be incorporated in the project by the applicant, contractor or subcontractor.

"Manufacturing processes" are processes such as melting, refining, forming, rolling, drawing, finishing, and fabricating. Further, if a domestic iron and steel product is taken out of the U.S. for any part of the manufacturing process, it becomes foreign source material. However, raw materials such as iron ore, limestone, and iron and steel scrap are not covered by the AIS requirements, and the material(s), if any, being applied as coating are similarly not covered. Non-iron or steel components of an iron and steel product may come from non-U.S. sources. For example, for products such as valves and hydrants, the individual non-iron and steel components do not have to be of domestic origin. Raw materials, such as iron ore, limestone, scrap iron, and scrap steel, can come from non-U.S. sources.

"Mechanical equipment" is typically that which has motorized parts and/or is powered by a motor. "Electrical equipment" is typically any machine powered by electricity and included components that are part of the electrical distribution system. AIS does not apply to mechanical equipment.

"Minor components" are components within an iron or steel product otherwise compliant with the AIS requirements. This is different from the de minimis definition where de minimis pertains to the entire project and the minor component definition pertains to a single product. This waiver would allow non-domestically produced miscellaneous minor components comprising up to five percent of the total material cost of an otherwise domestically produced iron and steel product to be used. However, unless a separate waiver for a product has been approved, all other iron and steel components in said product must still meet the AIS requirements. This waiver does not exempt the whole product from the AIS requirements. Only minor components within said product and the iron or steel components of the product must be produced domestically. Valves and hydrants are also subject to the cost ceiling requirements described here. Examples of minor components could include items such as pins and springs in valves/hydrants, bands/straps in couplings, and other low-cost items such as small fasteners etc.

"Municipal castings" are cast iron and steel infrastructure products that are melted and cast. They typically provide access, protection, or housing for components incorporated into utility owned drinking water, storm water, wastewater, and solid waste infrastructure.

"National Office" refers to the office responsible for the oversight and administration of the program nationally. The National Office sets policy, develops program regulations, and provides training and technical assistance to help the state offices administer the program. The National Office is located in Washington, D.C.

"Owner" is the individual or entity with which the general contractor has contracted regarding the work, and which has agreed to pay the general contractor for the performance of the work pursuant to the terms of the contract for water and waste projects funded by the programs subject to AIS requirement. For the purpose of this Bulletin, the term is synonymous with the term "applicant" as defined in 7 CFR 1780.7 (a) (1), (2), and (3), and is an entity receiving financial assistance from the programs subject to AIS requirements.

"Primarily iron or steel" is defined as a product made of greater than 50 percent iron or steel, measured by cost. The cost should be based on the material costs. An exception to this definition is reinforced precast concrete (see Definition). All technical specifications and applicable industry standards (e.g. NIST, NSF, AWWA) must be met. If a product is determined to be less than 50 percent iron and steel, the AIS requirements do not apply.

For example, the cost of a fire hydrant includes:

1. The cost of materials used for the iron portion of the fire hydrant (e.g. bonnet, body, and shoe); and
2. The cost to pour and cast and create those components (e.g. labor and energy).

Not included in the cost are:

1. The additional material costs for the non-iron and steel internal working of the hydrant (e.g. stem, coupling, valve, seals, etc.); and
2. The cost to assemble the internal workings into the hydrant body.

"Produced in the United States" means that the production in the United States of the iron or steel products used in the project requires that all manufacturing processes must take place in the United States, with the exception of metallurgical processes involving refinement of steel additives.

"Project" is the total undertaking to be accomplished for the applicant by consulting engineers, general contractors, and others, including the planning, study, design, construction, testing, commissioning, and start-up of which the work to be performed under the contract is a part. A project includes all activity that an applicant is undertaking to be financed in whole or part by programs subject to AIS requirements. The intentional splitting of projects to separate into smaller contracts or obligations to avoid AIS requirements is prohibited.

"Reinforced Precast Concrete" may not consist of at least 50 percent iron or steel, but the reinforcing bar and wire must be produced in the United States and meet the same standards for any other iron or steel product. Additionally, the casting of the concrete product must take place in the United States. The cement and other raw materials used in concrete production are not required to be of domestic origin. If the reinforced concrete is cast at the construction site, the reinforcing bar and wire are considered to be a construction material and must be produced in the United States.

"Steel" means an alloy that includes at least 50 percent iron between 0.02 and 2 percent carbon, and may include other elements. Metallic elements such as chromium, nickel, molybdenum, manganese, and silicon may be added during the melting of steel for the purpose of enhancing properties such as corrosion resistance, hardness, or strength. The definition of steel covers carbon steel, alloy steel, stainless steel, tool steel, and other specialty steels.

"Structural steel" is rolled flanged shapes, having at least one dimension of their cross-section three inches or greater, which are used in the construction of bridges, buildings, ships, railroad rolling stock, and for numerous other constructional purposes. Such shapes are designated as wide-flange shapes, standard I beams, channels, angles, tees, and zees. Other shapes include but are not limited to, H-piles, sheet piling, tie plates, cross ties, and those for other special purposes.

"United States" means each of the several states, the District of Columbia, and each Federally Recognized Indian Tribe.

12. PURCHASE OF EQUIPMENT AND MATERIALS

Irrespective of who purchases AIS products, owner, contractor or other parties must ensure that the products were produced in the United States as defined in this Bulletin. It is the manufacturers' responsibility to provide manufacturers' certification letters to ensure compliance with AIS requirements. The AIS requirements supersede any regulation on full and open free competition stated in 7 CFR 1780.70(b) and (d) and 2 CFR Part 200.319. For example, if an iron and steel product that is compliant with AIS is made by only one manufacturer, sole source procurement of said product may be used.

13. WAIVER PROCESS

A. General

Each entity that receives financial assistance for the construction, alteration, maintenance, or repair of water and waste infrastructure from programs mandated to comply with the statute, must use iron and steel products produced in the United States. A waiver is a legal document granting a project an exception to AIS requirements, to use iron and steel products of non-domestic origin specified in the waiver(s). More than one waiver could be applied to a project.

Any funding recipient subject to AIS requirements are eligible to apply for waivers as outlined in the statute which states:

"A waiver may be granted by the Secretary of Agriculture or designee, if one or more of the following conditions are met:

1. Applying the American Iron and Steel requirements of the Act would be inconsistent with the public interest;
2. Iron and Steel products are not produced in the United States in sufficient and reasonably available quantities or of satisfactory quality; or
3. Inclusion of iron and steel products produced in the United States will increase the overall cost of the project by more than 25 percent."

Until a waiver is granted by USDA, the AIS requirement stands except with respect to municipalities covered by international agreements (see Section 17).

One public interest waiver has been granted by the Secretary of Agriculture or designee that addresses: (1) de minimis items and (2) minor components. This waiver is national in scope and applies to all projects. The term de minimis applies to products when they occur as a de minimis incidental components as intended for assistance recipients to use for their projects. The term minor components applies to minor components within an iron and/or steel product and is intended for manufacturers to certify that their products comply with AIS requirements. For definitions of de minimis and minor components see Definitions.

B. Application

To request a project specific waiver, proper and sufficient documentation must be provided by the assistance recipient (see Attachment 8).

To apply for a waiver under condition one (public interest), applicants and their consulting engineers must demonstrate definitive impacts on the community if a specified product is not utilized. Information must be submitted to the National Office (via EESEngineering@wdc.usda.gov), copy to the RD State Engineer and approved by the Administrator of RUS. Public interest waivers national in scope will be identified and approved by the Administrator of RUS.

To apply for a waiver under special condition two (quality or quantity), applicants and their consulting engineers must submit information outlined in Attachment 9 and 10 to the National Office (via EESEngineering@wdc.usda.gov).

All waiver applications must be submitted to National Office. If RD State Office receives any waiver requests, the request must be submitted to National Office for approval.

C. Timing

Waivers should be submitted prior to and no later than the submission of final plans, specifications, and bidding documents for any iron and steel products of known foreign origin. All waiver requests must be approved by the Agency prior to authorization to advertise for bids. In the event that a waiver is requested during construction such as via change order, it must be approved by the Agency prior to installation.

D. Evaluation by USDA

After receiving an application for a waiver of the AIS requirements, USDA National Office will publish the request on its website for 15 days and receive informal comment. National Office will evaluate whether the application adequately documents the statutory basis cited for the waiver. The Secretary or designee will determine whether or not to grant the waiver. Approved and disapproved waivers will be posted on the USDA AIS website. For project specific waivers where EPA and USDA are co-funding and the applicant has already submitted a request to and received an approval waiver from EPA, USDA will review said waiver for the co-funded project. Applicants/owners or their representatives are required to submit approved waiver to EESEngineerig@wdc.usda.gov for USDA RD review and concurrence.

All approved waivers must be included in the bidding documents, any bid addenda, change orders, and partial estimates. All information presented in waiver requests are subject to verification. Waiver requests deliberately containing false information will be rejected.

14. MONITORING

In order to comply with the Executive Order 13788 "Buy American, Hire American", dated April 18, 2017, and AIS requirements, monitoring activities will be completed by the State Office and/or National Office.

15. NON-COMPLIANCE

No Federal funds made available for the rural water, waste water, waste disposal, and solid waste management programs authorized by sections 306, 306A, 306C, 306D, 306E, and 310B of the Consolidated Farm and Rural Development Act (7 U.S.C. 1926 et seq.) shall be used for a project for the construction, alteration, maintenance, or repair of a public utility system unless all of the iron and steel products used in the project are produced in the United States.

Noncompliance occurs when funds are used from these programs for construction, alteration, maintenance, or repair using non-domestic iron or steel products and the product is not covered by either a project-specific or a national waiver. Loan and grant recipients should always avoid non-compliance as it is a violation of a Federal statute.

Process for Noncompliance

- (1) Identify the noncompliant product.
- (2) The loan or grant recipient notifies appropriate USDA RD State or National Office contact.
- (3) If USDA RD State Office is notified, the Program Director will notify the National Office, Director of EES.
- (4) USDA will apply remedies for noncompliance as per 2 CFR 200 338-342.

16. INTERNATIONAL AGREEMENTS

The AIS requirements apply in a manner consistent with United States obligations under international agreements. In a few cases where such an agreement exists between a loan and/or grant recipient and an international entity, the recipient is under the obligation to determine the applicability of the AIS requirements and document the actions taken to comply with these requirements.

17. USE OF ATTACHMENTS

The following explains the purpose of each Attachment to this Bulletin:

1. AMERICAN IRON AND STEEL: Attachment 1 is to be read by the RD Specialist at the pre-construction and signed by all parties' subject to the AIS requirements on the project. Signature of this form will serve as certification of advisement and acknowledgement of the AIS requirements.
2. ENGINEER'S CERTIFICATION OF COMPLIANCE: Attachment 2 consists of a letter to be completed and signed by the consulting engineer certifying that he/she will ensure that plans,

specifications, bidding documents, and associated bid addenda, executed contracts and change orders for this project will comply with the AIS requirements. This certification letter is to be submitted to the Agency for approval **prior** to the Advertisement for Bids and must be kept in the engineer's project file and on-site during construction.

3. GENERAL (PRIME) CONTRACTOR'S CERTIFICATION OF COMPLIANCE
Attachment 3 consists of a letter to be completed and signed by the general contractor certifying that he/she will ensure that all iron and steel products installed for this project, comply with the AIS requirements. This includes not only installation and/or construction by their own company, but any and all subcontractors and manufacturers their company has contracted with on this project. This certification letter is to be submitted upon substantial completion of the project to the project engineer.
4. REQUIRED MANUFACTURER'S CERTIFICATION LETTER OF COMPLIANCE: Attachment 4 is the certification letter to be completed and signed by the manufacturer certifying that he/she will ensure that all iron and steel products and/or materials shipped or provided for the subject project are in full compliance with the AIS requirements. This includes listing each individual item/product/material provided to the project and providing the location of this/these item(s) being manufactured, including assembly. All manufacturers' certification letters must be in this format or the format EPA provides and kept in the engineer's project file and on site during construction.
5. EXAMPLES OF MUNICIPAL CASTINGS: Attachment 5 provides a sample list of iron and steel products that are subject to the AIS requirements. This list is not exhaustive and is meant only to provide examples. A unique list should be completed for each specific project/contract.
6. EXAMPLES OF CONSTRUCTION MATERIALS: Attachment 6 provides a sample list of construction materials that are subject to the AIS requirements. This list is not exhaustive and is meant only to provide examples.
7. EXAMPLES OF NON-CONSTRUCTION MATERIALS: Attachment 7 provides a sample list of items that are not subject to AIS requirements. This list is not exhaustive and is meant only to provide examples.
8. INFORMATIONAL CHECKLIST FOR PROJECT SPECIFIC WAIVER REQUEST: Attachment 8 is a checklist that is to be completed by the applicant and/or consulting engineer to help ensure that all appropriate and necessary information is submitted with the request to USDA. This checklist should not be used for public interest waiver. It is for informational purposes only and does not need to be included as part of the waiver application. Project specific waivers may be requested if one or more of the following conditions applies: (1) The iron and/or steel products are not produced in the United States in sufficient and reasonably available quantities and of satisfactory quality; (2) The inclusion of iron and/or steel products produced in the United States will increase the overall cost of the project by more than 25 percent. All approved waivers must be included in the bidding documents, any bid addenda, change orders, and partial estimates. All information presented in waiver requests are subject to evaluation. Waiver requests deliberately containing false information will be rejected.

9. **EXAMPLE COST TABLE FOR A PROJECT COST WAIVER:** Attachment 9 is an example of a table that must be included with any cost-based project waiver request. Information included in the table; product reference in the specification, brief description of the product, quantity, unit, unit price and two costs of the item: (1) cost of an AIS compliant product and (2) cost of a non-domestic product. The total cost for all items will be part of the evaluation. Waiver requests deliberately containing false information in order to receive a project cost waiver will be rejected.

10. **AIS MATERIALS TRACKING:** Attachment 10 is a spreadsheet to track all AIS products, de minimis components. An updated list must be signed and dated and submitted to the Engineer by the Contractor with each pay request unless no qualifying AIS materials have been delivered on the pay request (a statement to that effect must be included on the pay request). Once reviewed for accuracy, the signed and updated list must be submitted to the Agency with each pay request. If an AIS qualifying or de minimis material is delivered more than once, a new line will be required for each delivery of that material. An excel version that will compute all totals can be obtained from the RD State Office that can be used as a working copy.

Total cost of all materials as specified in the bid tab is required to be provided on the AIS tracking sheet to calculate the De Minimis amount allowable. It can be difficult to estimate the total cost of materials that will be used throughout the entire construction project to set up the spreadsheet. With this in mind, using 50% of the total construction cost as the amount used for material costs has proven to be a fairly accurate estimate and can be used on the AIS materials tracking sheet.

AMERICAN IRON AND STEEL COMPLIANCE STATEMENT

"Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A- Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statues mandating domestic preference applies an American Iron and Steel requirement to this project.

All parties are required to comply with these requirements and to ensure that all iron and steel products used on this project are produced in the United States. The term "iron and steel products" means the following products made of primarily iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials."

RD Representative Signature

Date

Printed Name

Borrower Signature or Approved Representative

Date

Printed Name

Engineer's Signature

Date

Printed Name

Contractor's Signature

Date

Printed Name

ENGINEER'S CERTIFICATION LETTER

DATE:

RE: APPLICANT
PROJECT NAME
CONTRACT NUMBER

I hereby certify that to the best of my knowledge and belief, iron and steel products referenced in the Plans, Specifications, and Bidding Documents for this project comply with Section 746 of Title VII of the Consolidated Appropriations Act of 2017 and any subsequent statutes mandating domestic preference or are the subject of a waiver approved by the Secretary of Agriculture or designee. This certification is not intended to be a warranty in any way, but rather the designer's professional opinion that to the best of their knowledge, the products comply.

I hereby commit that to the best of my ability, all iron and steel products that will be referenced in the Bid Addenda, Executed Contracts, and Change Orders will comply with Section 746 of the Title VII of the Consolidated Appropriations Act, 2017 and any subsequent statutes mandating domestic preference or are/will be the subject of a waiver approved by the Secretary of Agriculture or designee.

Name of Engineering Firm (Print)

By Authorized Representative (Signature)

Printed Name

Title

This document is to be submitted prior to Agency authorization for Advertisement for Bids.

CONTRACTOR'S CERTIFICATION LETTER

DATE:

**RE: APPLICANT
PROJECT NAME
CONTRACT NUMBER**

I hereby certify that, to the best of my knowledge and belief, all iron and steel products installed for this project by my company and by any and all subcontractors and manufacturers my company has contracted with for this project, comply with Section 746 of Title VII of the Consolidated Appropriations Act of 2017 and any subsequent statutes mandating domestic preference or are the subject of a waiver approved by the Secretary of Agriculture or designee.

Name of Construction Company (Print)

By Authorized Representative (Signature)

Title

This certification is to be submitted upon completion of the project to the project engineer.

**REQUIRED FORMAT AND WORDING FOR
MANUFACTURER'S CERTIFICATION LETTER**

Date:

Company Name:

Company Address:

Subject: AIS Step Certification for Project (X), Owner's Name, and Contract Number

I, (company representative), certify that the (melting, bending, galvanizing, cutting, etc.) processes for (manufacturing or fabricating) the following products and/or material shipped or provided for the subject project is in full compliance with the mandated AIS requirements.

Item, Products and/or Materials, and location of delivery (City, State)

- 1.
- 2.
- 3.

Such process for AIS took place in the following location:

City, State

This certification is to be submitted upon request to interested parties (e.g. municipalities, consulting engineers, general contractors, etc.)

If any of the above compliance statements change while providing materials to this project, please immediately notify the person(s) who is requesting to use your product(s).

Authorized Company Representative

(Note: Authorized signature shall be manufacturer's representative and not the materials distributor or supplier)

EXAMPLES OF MUNICIPAL CASTINGS (*includes but not limited to*):

Access Hatches
Ballast Screen
Benches (Iron or Steel)
Bollards
Cast Bases
Cast Iron Hinged Hatches, Square and Rectangular
Cast Iron Riser Rings
Catch Basin Inlet
Cleanout/Monument Boxes
Construction Covers and Frames
Curb Corner Guards
Curb Openings
Detectable Warning Plates
Downspout Shoes (Boot, Inlet)
Drainage Grates, Frames and Curb Inlets
Inlets
Junction Boxes
Lampposts
Manhole Covers, Rings and Frames, Risers
Meter Boxes
Service Boxes
Steel Hinged Hatches, Square and Rectangular
Steel Riser Rings
Trash Receptacles
Tree Grates
Tree Guards
Trench Grates
Valve Boxes, Covers and Risers

EXAMPLES OF CONSTRUCTION MATERIALS (included but not limited to)

Wire rod, bar, angles
Concrete reinforcing bar, wire, wire cloth
Wire rope and cables
Tubing
Framing
Joists
Trusses
Fasteners (i.e., nuts and bolts)
Welding rods
Decking
Grating
Railings
Stairs
Access ramps
Fire escapes
Ladders
Wall panels
Dome structures
Roofing
Ductwork
Surface drains
Cable hanging systems
Manhole steps
Fencing and fence tubing
Guardrails
Doors
Stationary screens

EXAMPLES OF NON-CONSTRUCTION MATERIALS- (includes but not limited to):

(Note: includes appurtenances necessary for their intended use and operation and are not subject to AIS requirements)

Pumps
Motors
Gear Reducers
Drives (including variable frequency drives (VFD's))
Electric/pneumatic/manual accessories used to operate valves (such as electric valve actuators).
Mixers
Gates (e.g. sluice and slide gates)
Motorized screens (such as traveling screens)
Blowers/aeration equipment
Compressors
Meters (flow and water meters)
Sensors
Controls and switches
Supervisory control data acquisition (SCADA)
Membrane filtration systems (includes RO package plants)
Filters
Clarifier arms and clarifier mechanisms
Rakes
Grinders
Disinfection systems
Presses (including belt presses)
Conveyors
Cranes
HVAC (excluding network)
Water heaters
Heat exchangers
Generators
Cabinetry and housing (such as electrical boxes/enclosures)
Lighting fixtures
Electrical conduit
Emergency life systems
Metal office furniture
Shelving
Laboratory equipment
Analytical instrumentation
Dewatering equipment

INFORMATIONAL CHECKLIST FOR PROJECT SPECIFIC WAIVER REQUEST

Please reference the specifications of the product.

Information	<input type="checkbox"/>	Note
<p>General</p> <ul style="list-style-type: none"> • Waiver request includes the following information: <ul style="list-style-type: none"> – Description of the foreign and domestic construction materials – Unit of measure – Quantity – Price – Date that product is needed (e.g. time of delivery or availability) – Location of the construction project – Name and address of the proposed supplier – A detailed justification for the use of foreign construction materials • Waiver request was submitted according to the instructions in the memorandum • Assistance recipient made a good faith effort to solicit bids for domestic iron and steel products, as demonstrated by language in requests for proposals, contracts, and communications with the prime 		
<p>Cost Waiver Requests</p> <ul style="list-style-type: none"> • Waiver request includes the following information: <ul style="list-style-type: none"> – Comparison of overall cost of project with domestic iron and steel products to overall cost of project with foreign iron and steel products (Exhibit J) – Relevant excerpts from the bid documents used by the contractors to complete the comparison – Supporting documentation indicating that the contractor made a reasonable survey of the market, such as a description of the process for identifying suppliers and a list of contacted suppliers 		
<p>Availability Waiver Requests</p> <ul style="list-style-type: none"> • Waiver request includes the following supporting documentation necessary to demonstrate the availability, quantity, and/or quality of the materials for which the waiver is requested: <ul style="list-style-type: none"> – Supplier information or pricing information from a reasonable number of domestic suppliers indicating availability/delivery date for construction materials – Documentation of the assistance recipient’s efforts to find available domestic sources, such as a description of the process for identifying suppliers and a list of contacted suppliers. – Date that product is needed (e.g. time of delivery or availability) to provide justification – Relevant excerpts from project plans, specifications, and permits indicating the required quantity and quality of construction materials • Waiver request includes a statement from the prime contractor and/or supplier confirming the non-availability of the domestic construction materials for which the waiver is sought • Has the State received other waiver requests for the materials described in this waiver request, for comparable projects? 		

Division 1 – General Requirements

SECTION 01010 - SUMMARY OF WORK

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. Proper tool cleaning, priming, and over-coating of each of the exterior and interior tank structures are recommended. All major and/or minor renovations and repairs of each of the three tanks will be addressed during the rehabilitation process as well.
- B. The Contractor shall include all materials, labor and equipment necessary for completion of the Project. The Contract Documents are intended to provide the basis for proper completion of the work suitable for the intended use of the Owner. Anything not expressly set forth but which is reasonably implied or necessary for proper performance of the Project shall be included.
- C. Continuous Operations: The existing system must be maintained in continuous operation in such a manner that it meets all local, state, and federal requirements. The Contractor is responsible not to deactivate, demolish, or interfere with any system required for the continuous operation until a temporary or new permanent-like system has been installed and is operational. The Contractor is responsible for payment of all fines resulting from any action or inaction on his part or the part of his subcontractors during performance of the Work that is illegal.
- D. The following major Work items are included in the Contract:
 - 1. Tank Cleaning and Over-Coating

1.02 PERMITS

Obtain any permits related or required by the Work in this Contract.

1.03 CODES

Comply with applicable codes and regulations of authorities having jurisdiction. Submit copies of inspection reports, notices, citations and similar communication to the Owner.

1.04 EXISTING CONDITIONS AND DIMENSIONS

- A. The Work in this Contract will primarily be performed in or around existing facilities of which must remain functional. This Contractor must maintain the required items and/or systems functional without additional effort by the Owner's personnel and at no extra costs to the Owner.
- B. The Contractor is responsible for verifying all existing conditions, elevations, dimensions, etc., and providing his finished work to facilitate existing conditions.

END OF SECTION 01010

SECTION 01015 - WORK SEQUENCE

PART 1 - GENERAL

1.01 WORK INCLUDED

The Contractor shall conform to all miscellaneous requirements as contained in the Contract.

1.02 RELATED REQUIREMENTS

- A. Section 00700 - General Conditions.
- B. Section 01010 - Summary of Work.
- C. Section 01040 - Coordination.

PART 2 - PRODUCTS

2.01 MATERIALS

The Contractor shall comply with the Specifications for type of work to be done.

PART 3 - EXECUTION

3.01 SEQUENCE OF CONSTRUCTION OPERATIONS

- A. The Contractor shall submit to the Engineer for review and acceptance a complete schedule (progress chart) of his proposed sequence of construction operations prior to commencement of work. However, the Engineer shall not accept a construction schedule that fails to utilize the entire time allocated for the construction of the Project. The Contractor shall schedule the various construction activities to complete the Project throughout the entire allotted time period. This schedule requirement in no way prevents the Contractor from completing the Project in a shorter time frame than scheduled. The construction schedule along with a cost breakdown schedule shall be submitted and approved by the Owner prior to the submittal of the first partial payment request in accordance with the General Conditions. A revised construction schedule shall be submitted to the Owner with each pay request. This revised schedule must be approved by the Owner prior to payment.
- B. **Water tanks and all connecting waterlines must be maintained in full operation throughout the duration of this project unless indicated otherwise.** The Contractor shall develop a sequence of construction that avoids and/or minimizes disruption to the existing system. The Contractor shall provide proper notification and coordination to the Engineer and Owner should a temporary disruption be anticipated or required. The

Contractor shall submit a written request to the Engineer and Owner ten (10) days prior to any specific construction activity that disrupts existing operations. The Owner must pre-approve any construction activity that will cause a temporary shutdown of any existing water or sewer lines.

END OF SECTION 01015

SECTION 01025 - MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.01 WORK INCLUDED

The Contractor shall furnish all necessary labor, machinery, tools, apparatus, equipment, materials, services and other necessary supplies and perform all work shown on the Drawings and/or described in the Specifications and Contract Documents at the unit or lump sum price.

1.02 COMPUTATION OF QUANTITIES

For estimating quantities, the appropriate "industry standard" method (where applicable) will be utilized. The Engineer can require the Contractor to provide a detailed itemization of the materials and labor required.

1.03 PROGRESS AND PAYMENT SCHEDULES (Also see Section 00700)

- A. Within fifteen (15) days after the date of formal execution of the Agreement, the Contractor shall prepare and submit to the Engineer, for approval, a construction schedule that depicts the Contractor's plan for completing the Contract requirements and show work placement in dollars versus Contract time. The Contractor's construction schedule must be approved by the Engineer before any payments will be made on this Contract.
- B. Within fifteen (15) days after the date of formal execution of the Agreement, the Contractor shall prepare and submit to the Engineer, for approval, a periodic estimate which depicts the Contractor's cost for completing the Contract requirements and shows by major unit of the project work the Contractor's dollar value for the material and the labor (two separate amounts) to be used as a basis for the periodic payments. The Contractor's periodic estimate must be approved by the Engineer before any payments will be made on this Contract.
- C. The Engineer's decision as to sufficiency and completeness of the Contractor's construction schedule and periodic estimate will be final.
- D. The Contractor must make current, to the satisfaction of the Engineer, the construction schedule and periodic estimate each time he requests a payment on this Contract.
- E. The Contractor's construction schedule and periodic estimate must be maintained at the construction site available for inspection and shall be revised to incorporate approved change orders as they occur.
- F. When the Contractor requests a payment on this Contract, it must be on the approved periodic estimate and be current. Further, the current periodic estimate and construction schedule (both updated and revised) shall be submitted for review and

approval by the Engineer before monthly payments will be made by the Owner. The Contractor shall submit five (5) current copies of each (periodic estimate and construction schedule) when requesting payment.

1.04 CONDITIONS FOR PAYMENT (See also Article 1.50/Section 00700)

- A. The Owner will make payments for acceptable work in place and materials properly stored on-site. The value of payment shall be as established on the approved construction schedule and periodic estimate, EXCEPT the Owner will retain ten percent (10%) of the work in place and ten percent (10%) for items properly stored or untested.
- B. Payment for materials or equipment purchased and stored at the site of the Project will be allowed by the Owner at the cost of such materials or equipment, less the same percentage of retainage applicable to payment for completed work, upon specific recommendation of the Engineer. Such payment shall be conditional upon submission by the Contractor of bills of sale or such other procedure as will establish the Owner's title to such material or otherwise adequately protect the Owner's interest. No payment will be made for stored materials unless a proper invoice from the supplier is attached to the pay request. Furthermore, no item whose value is less than \$1,000.00 will be considered as stored materials for pay purposes.

Only durable materials and equipment that in the opinion of the Engineer have been properly stored and protected shall be included in materials furnished in partial payment estimates. The Contractor must comply with manufacturers' recommendations with respect to equipment storage and maintenance. The Engineer may impose additional storage, maintenance and/or testing requirements as necessary to protect equipment and/or verify that no damage or deterioration has occurred as a result of on-site storage. Damaged equipment shall be repaired or replaced by the Contractor at his expense.

- C. Payment for equipment items shall be limited to ninety percent (90%) of their scheduled value (materials portion only) until they are set in place. Ninety percent (90%) payment for stored materials and equipment shall be contingent on proper on-site storage as recommended by the manufacturer or required by the Engineer.
- D. Payment for equipment items set in-place shall be limited to ninety percent (90%) of their scheduled value until they are ready for operation and have been certified by the manufacturer. Ninety percent (90%) payment for installed equipment shall be contingent on proper routine maintenance of the equipment in accordance with the manufacturer's recommendations.
- F. Payment for the labor portion of equipment items will be subject only to the degree of completeness and the appropriate retainage.
- G. The Owner may reduce the percent of retainage once the Project has achieved

satisfactory progress and is at the fifty percent (50%) construction status. The dollar amount of retainage for work-in-place will not be reduced but will remain constant following the fifty percent (50%) constructed status. The retainage on the equipment items shall be determined as defined hereinbefore.

- H. Additionally, the Owner may reinstate the retainage to a full ten percent (10%) of the scheduled value of work-in-place and material items should the Owner, at its discretion, determine that the Contractor is not making satisfactory progress or there is other specific cause for such withholding.

1.05 CLAIMS FOR EXTRA WORK (See also Article 1.61/Section 00700)

- A. If the Contractor claims that any instructions by Drawings or otherwise involve extra cost, he shall give the Engineer written notice of said claim within ten (10) days after the receipt of such instructions, and in any event before proceeding to execute the work, stating clearly and in detail the basis of his claim or claims. No such claim shall be valid unless so made.
- B. Claims for additional compensation for extra work, due to alleged errors in spot elevations, contour lines or bench marks, will not be recognized unless accompanied by certified survey data, made prior to the time the original ground was disturbed, clearly showing that errors exist which resulted, or would result, in handling more material or performing more work than would be reasonably estimated from the Drawings and topographical maps issued.
- C. Any discrepancies which may be discovered between actual conditions and those represented by the topographical maps and Drawings shall at once be reported to the Engineer, and work shall not proceed, except at the Contractor's risk, until written instructions have been received by him from the Engineer.
- D. If, on the basis of the available evidence, the Engineer determines that an adjustment of the Contract Price or time is justifiable, the procedure shall then be as provided herein for "Changes in Work".
- E. By execution of this Contract, the Contractor warrants that he has visited the site of the proposed work and fully acquainted himself with the conditions there existing relating to construction and labor, and that he fully understands the facilities, difficulties and restrictions attending the execution of the work under this Contract. The Contractor further warrants that he has thoroughly examined and is familiar with the Drawings, Specifications and all other documents comprising the Contract. The Contractor further warrants that by execution of this Contract his failure when he was bidding on this Contract to receive or examine any form, instrument or document or to visit the site and acquaint himself with conditions there existing, in no way relieves him from any obligation under the Contract, and the Contractor based on facts regarding which he should have been on notice as a result thereof.

1.06 DETERMINATION OF THE VALUE OF EXTRA (ADDITIONAL) OR OMITTED WORK

- A. The value of extra (additional) or omitted work shall be determined in one or more of the following ways:
1. On the basis of the actual cost of all the items of labor (including on-the-job supervision), materials and use of equipment plus a maximum of fifteen percent (15%) which shall cover the Contractor's general supervision, overhead and profit. In case of subcontracts, the fifteen percent (15%) is interpreted to mean the subcontractor's supervision, overhead and profit, and an additional five percent (5%) may then be added to such costs to cover the General Contractor's supervision, overhead and profit. The cost of labor shall include required insurance, taxes and fringe benefits. Equipment costs shall be based on current rental rates in the areas where the work is being performed, but in no case shall such costs be greater than the current rates published by the Associated Equipment Distributors, Chicago, Illinois.
 2. By estimate and acceptance in a lump sum.
 3. By unit prices named in the Contract or subsequently agreed upon.
- B. Provided, however, that the cost or estimated cost of all extra (additional) work shall be determined in advance of authorization by the Engineer and approved by the Owner.
- C. All extra (additional) work shall be executed under the conditions of the original Contract. Any claim for extension of time shall be adjusted according to the proportionate increase or decrease in the final total cost of the work unless negotiated on another basis.
- D. No extra (additional) work shall be done except upon a written Change Order from the Engineer, and no claim on the part of the Contractor for pay for extra (additional) work shall be recognized unless so ordered in writing by the Engineer.

END OF SECTION 01025

SECTION 01030 - LABOR PROVISIONS

PART 1 - GENERAL

1.01 WORK INCLUDED

The Contractor shall conform to all provisions of the U.S. Department of Labor, Latest Revisions, relative to wages and hours as they may apply to the work to be accomplished.

1.02 WAGE RATES

No State or Federal Wage Determinations are included in these Contract Documents.

END OF SECTION 01030

SECTION 01040 - COORDINATION

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. The Contractor shall coordinate the Work of all crafts, trades and subcontractors engaged on the Work, and he shall have final responsibility in regards to the schedule, workmanship and completeness of each and all parts of the Work.
- B. It shall be the Contractor's responsibility to ensure cooperation and coordination of all crafts, trades, subcontractors and others as they may be involved in the installation of work which adjoins, incorporates, precedes or follows the work of another. It shall be the Contractor's responsibility to point out areas of cooperation prior to execution of subcontract agreements and the assignment of the parts of the Work. Each craft, trade and subcontractor shall be made responsible to the Owner, for furnishing embedded items, giving directions for doing all cutting and fitting, making all provisions for accommodating the Work, and for protecting, patching, repairing and cleaning as required to satisfactorily perform the 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 to the end that complete coordination between the trades will be affected. Each Contractor shall consult with the Engineer if conflicts exist on the Drawings.
- E. No extra compensation will be allowed to cover the cost of removing piping, conduits, etc., or equipment found encroaching on space required by others.

END OF SECTION 01040

SECTION 01070 - ABBREVIATIONS AND SYMBOLS

PART 1 - GENERAL

1.01 REQUIREMENTS INCLUDED

Where any of the following abbreviations are used in the Contract Documents, they shall have the meaning set forth as follows.

1.02 QUALITY ASSURANCE

- A. For products or workmanship specified by association, trade or federal standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. The date of the standard is that in effect as of the Bid date, or date of Owner-Contractor Agreement when there are no bids, except when a specific date is specified.
- C. When required by individual Specifications section, obtain copy of standard. Maintain a copy at job site during submittals, planning and progress of the specific work, until Substantial Completion.

1.03 SCHEDULE OF REFERENCES

ACI	American Concrete Institute
AFBMA	Anti-Friction Bearing Manufacturers Association
AGMA	American Gear Manufacturers Association
IEEE	Institute of Electrical and Electronics Engineers, Inc.
AISC	American Institute of Steel Construction
ANS	American National Standard
ANSI	American National Standards Institute
API	American Petroleum Institute
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating and Air Conditioning Engineers

ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWPA	American Wood-Preservers' Association
AWWA	American Water Works Association
IBR	Institute of Boiler and Radiator Manufacturers
IPS	Iron Pipe Size
NBS	National Bureau of Standards
NEC	National Electrical Code; latest edition
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
SMACNA	Sheet Metal and Air Conditioning Contractors National Association, Inc.
Fed. Spec.	Federal Specifications issued by the Federal Supply Service of the General Services Administration, Washington, DC
125-lb. ANS	American National Standard for Cast-Iron Pipe
250-lb. ANS	Flanges and Flanged Fittings, Designation B16.1-1975, for the appropriate class
AWG	American or Brown and Sharpe Wire Gage
NPT	National Pipe Thread
Stl. WG	U.S. Steel Wire, Washburn and Moen, American Steel and Wire or Roebling Gage
UL	Underwriters' Laboratories

END OF SECTION 01070

SECTION 01300 - SUBMITTALS

PART 1 - GENERAL

1.01 WORK INCLUDED

Shop drawing, descriptive literature, project data and samples (when samples are specifically requested) for all manufactured or fabricated items shall be submitted by the Contractor to the Engineer for examination and review in the form and in the manner required by the Engineer. All submittals shall be furnished in at least three (3) copies to be retained by the Engineer and shall be checked and reviewed by the Contractor before submission to the Engineer. The review of the submittal 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 submittal 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 REQUIREMENTS

- A. Section 00700 - General Conditions.
- B. Section 01720 - Project Record Documents (As-Builts).

1.03 DEFINITIONS

The term "submittals" shall mean shop drawings, manufacturer's drawings, catalog sheets, brochures, descriptive literature, diagrams, schedules, calculations, material lists, performance charts, test reports, office and field samples, and items of similar nature which are normally submitted for the Engineer's review for conformance with the design concept and compliance with the Contract Documents.

1.04 GENERAL CONDITIONS

Review by the Engineer of shop drawings or submittals of material and equipment shall not relieve the Contractor from the responsibilities of furnishing same of proper dimension, size, quantity, materials and all performance characteristics to efficiently perform the requirements and intent of the Contract Documents. Review shall not relieve the Contractor from responsibility for errors of any kind on the shop drawings. Review is intended only to assure conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Review of shop drawings shall not be construed as releasing the Contractor from the responsibility of complying with the Specifications.

1.05 GENERAL REQUIREMENTS FOR SUBMITTALS

- A. Shop drawings shall be prepared by a qualified detailer. Details shall be identified by reference to sheet and detail numbers shown on Contract Documents. 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 three (3) which will be retained by the Engineer and Owner. Shop drawings shall be folded to an approximate size of 8-1/2 inch x 11 inch 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 that 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. Submittals shall include descriptive literature, catalog cuts, dimensioned prints, installation drawings/instructions, operation and maintenance instructions. The data provided with the shop drawings shall be complete with respect to dimensions, materials of construction, wiring diagrams, and the like, to enable the Engineer to review the information as required.
- C. Operating and maintenance instructions and separate parts lists shall be provided with equipment submittals. Operating instructions shall incorporate a functional description of the entire system including the system schematics, which reflect "as built" instructions. Special maintenance requirements particular to the system shall be clearly defined along with special calibration and test procedures.
- D. The submittals shall identify special wrenches or other special tools necessary for assembling, disassembling, aligning and calibrating the equipment. These special wrenches and/or other special tools shall be provided in a kit and shall become the property of the Owner upon acceptance of the equipment.
- E. 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.
- F. 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) and shall be with transmittal forms and format provided by the Engineer.
- G. The Contractor shall review and check submittals, and indicate his review and

approval by initials and date.

- H. If the submittals deviate from the Contract Drawings and/or Specifications, the Contractor shall advise the Engineer, in letter of transmittal of the deviation and the reasons therefore. All changes shall be clearly marked on the submittal with a bold mark other than red. Any additional costs for modifications shall be borne by the Contractor.
- I. 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.
- J. 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.
- K. Submittals for all electrically operated items (including instrumentation and controls) shall include complete wiring diagrams showing lead, runs, number of wires, wire size, color coding, all terminations and connections, and coordination with related equipment.
- L. 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.
- M. Fastener specifications of manufacturer shall be indicated on equipment shop drawings.
- N. 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.
- O. No material shall be fabricated or shipped unless the applicable drawings or submittals have been reviewed by the Engineer and returned to the Contractor.
- P. All bulletins, brochures, instructions, parts lists, and warranties packaged with and accompanying materials and products delivered to and installed in the Project shall be saved and transmitted to the Owner through the Engineer.

- Q. All submittals shall be made by the use of a multi-copy transmittal form supplied by the Engineer. All applicable blanks on the form shall be filled in with the appropriate data.

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 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 required submittals until return of submittals with Engineer's stamp and initials or signature indicating review.

END OF SECTION 01300

SECTION 01400 - QUALITY CONTROL

PART 1 - GENERAL

1.01 WORK INCLUDED

- 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.
- B. 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.
- C. All equipment, materials and articles incorporated into the Work shall be new and of comparable quality as specified. All workmanship shall be first-class and shall be performed by mechanics skilled and regularly employed in their respective trades.
- D. The Contractor shall determine that the equipment he proposes to furnish can be brought into the facility and installed in the space available. Equipment shall be installed so that all parts are readily accessible for inspection and maintenance.

1.02 WORKMANSHIP

Comply with industry standards except when more restrictive tolerances or specified requirements indicate more rigid standards or more precise workmanship.

1.03 MANUFACTURERS' INSTRUCTION

Comply with manufacturer's instructions in full detail as to shipping, handling, storing, installing, start-up and operation.

1.04 TESTING SERVICES

- A. Tests, inspections and certifications of materials, equipment, subcontractors or completed work, as required by the various sections of the Specifications and as shown on the Drawings, except as otherwise noted, shall be provided by the Contractor and all costs shall be included in the Contract Price.
- B. The Contractor shall submit to the Owner for approval the name of the independent testing laboratory to be employed by the Contractor.
- C. Contractor shall deliver written notice to the Engineer at least two (2) work days in advance of any inspections or tests to be made at the Project site. All inspections or

tests to be conducted in the field shall be done in the presence of the Owner or his representative.

- D. Certifications by independent testing laboratories shall include properly attested copies of the data with scientific procedures and test results.

END OF SECTION 01400

SECTION 01500 - CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

PART 1 - GENERAL

1.01 SANITARY FACILITIES

- A. The CONTRACTOR shall construct and maintain, in a sanitary condition, sanitary facilities for the CONTRACTOR'S employees and also employees of the Subcontractors. The CONTRACTOR shall, at completion of the Contract Work, properly dispose of these sanitary facilities.

1.02 UTILITIES

- A. The obtaining of all utilities for construction, including power and water, shall be the responsibility of the CONTRACTOR.

1.03 MAINTENANCE OF SERVICE IN EXISTING UTILITIES

- A. Where the existing utilities must be disturbed during construction, their operation and function shall be maintained by the CONTRACTOR to such a degree that service to customers will be interrupted for minimum time periods only. The OWNER shall be notified of interruptions in sufficient time to prepare for them and shall agree to the hour, date, and duration of them before they are undertaken.
- B. Digging through services with trenching machines will not be permitted. Upon damage to utility services, such services shall be repaired immediately and tested to the satisfaction of the OWNER. The CONTRACTOR shall notify all utility users of impending interruption of service and shall be responsible for all damage resulting from same.
- C. The locations and sizes of existing mains cannot be guaranteed. It shall be the responsibility of the CONTRACTOR to locate and uncover existing lines, to which new mains are to be connected, and provide all connecting fittings of the correct size and type for each connection.

1.04 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.

1.05 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 streets. He will further provide flagmen as required and shall abide by all Kentucky Transportation

Cabinet, Department of Highways safety rules, including size, type and placement of construction signs. All signs shall be of professional quality.

1.06 RESPONSIBILITY FOR TRENCH SETTLEMENT

- A. The CONTRACTOR shall be responsible for any settlement caused by the construction, that occurs within 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 any hazardous waste, off-site in accordance with all applicable laws and regulations.

END OF SECTION 01500

SECTION 01535 - PROTECTION OF INSTALLED WORK

PART 1 - GENERAL

1.01 WORK INCLUDED

Protection for products, including Owner-provided products, after installation.

1.02 RELATED REQUIREMENTS

Division 1 - General Requirements.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 PROTECTION AFTER INSTALLATION

- A. Protect installed products and control traffic in immediate area to prevent damage from subsequent operations.
- B. Restrict traffic of any kind across planted lawn and landscape areas.

END OF SECTION 01535

SECTION 01540 - SECURITY

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. The Project area has to remain safely accessible to Owner's personnel; however, the Contractor will provide any non-interfering security he deems necessary to protect his work, equipment, etc.
- B. Provide an adequate system to secure the Project area at all times, especially during non-construction periods; the Contractor shall be solely responsible for taking proper security measures.

1.02 COSTS

Contractor shall pay for all costs for protection and security systems.

END OF SECTION 01540

SECTION 01560 - TEMPORARY CONTROLS

PART 1 - GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Dust control.
- B. Erosion and sediment control.

1.02 RELATED REQUIREMENTS

- A. Section 01510 - Temporary Utilities.
- B. Section 01565 - Erosion and Sediment Control.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 DUST CONTROL

Execute work by methods to minimize raising dust from construction operations. Provide positive means to prevent air-borne dust from dispersing into atmosphere. Provide spraying of dust with water so no dust leaves the site.

3.02 EROSION AND SEDIMENT CONTROL

- A. Plan and execute construction by methods to control surface drainage from cuts and fills, from borrow and waste disposal areas. Prevent erosion and sedimentation.
- B. Minimize amount of bare soil exposed at one time.
- C. Provide temporary measures such as berms, dikes, drains, hay bales, gabions, etc., as directed by the Engineer so as to minimize siltation due to runoff.
- D. Construct fill and waste areas by selective placement to avoid erosive exposed surface of silts or clays.
- E. Periodically inspect earthwork to detect evidence of erosion and sedimentation; promptly apply corrective measures.

END OF SECTION 01560

SECTION 01600 - MATERIAL AND EQUIPMENT

PART 1 - GENERAL

1.01 STORAGE OF MATERIALS AND EQUIPMENT

All excavated materials and equipment to be incorporated in the Work shall be placed so as not to injure any part of the Work or existing facilities and so that free access can be had at all times to all parts of the Work and to all public utility installations in the vicinity of the Work. Materials and equipment shall be kept neatly piled and compactly stored in such locations as will cause a minimum of inconvenience to public travel and adjoining owners, tenants and occupants.

1.02 HANDLING AND DISTRIBUTION

- A. The Contractor shall handle, haul, and distribute all materials and all surplus materials on the different portions of the Work, as necessary or required; shall provide suitable and adequate storage room for materials and equipment during the progress of the Work, and be responsible for the protection, loss of, or damage to materials and equipment furnished by him, until final completion and acceptance of the Work.
- B. Storage and demurrage charges by transportation companies and vendors shall be borne by the Contractor.

1.03 MATERIALS, SAMPLES, INSPECTION

- A. Unless otherwise expressly provided on the Drawings or in any of the other Contract Documents, only new materials and equipment shall be incorporated in the Work. All materials and equipment furnished by the Contractor to be incorporated in the Work shall be subject to the inspection of the Engineer. No material shall be processed or fabricated for the Work or delivered to the Work site without prior concurrence of the Engineer.
- B. As soon as possible after execution of the Agreement, the Contractor shall submit to the Engineer the names and addresses of the manufacturers and suppliers of all materials and equipment he proposes to incorporate into the Work. When shop and working drawings are required as specified below, the Contractor shall submit prior to the submission of such drawings, data in sufficient detail to enable the Engineer to determine whether the manufacturer and/or the supplier have the ability to furnish a product meeting the Specifications. As requested, the Contractor shall also submit data relating to the materials and equipment he proposes to incorporate into the Work in sufficient detail to enable the Engineer to identify and evaluate the particular product

and to determine whether it conforms to the Contract requirements. Such data shall be submitted in a manner similar to that specified for submission of shop and working drawings.

- C. Facilities and labor for the storage, handling, and inspection of all materials and equipment shall be furnished by the Contractor. Defective materials and equipment shall be removed immediately from the site of the Work.
- D. If the Engineer so requires, either prior to or after commencement of the Work, the Contractor shall submit samples of materials for such special tests as the Engineer deems necessary to demonstrate that they conform to the Specifications. Such samples, including concrete test cylinders, shall be furnished, taken, stored, packed, and shipped by the Contractor as directed. The Contractor shall furnish suitable molds for and make the concrete test cylinders. Except as otherwise expressly specified, the Contractor shall make arrangements for, and pay for, the tests.
- E. All samples shall be packed so as to reach their destination in good condition, and shall be labeled to indicate the material represented, the name of the building or work and location for which the material is intended, and the name of the Contractor submitting the sample. To ensure consideration of samples, the Contractor shall notify the Engineer by letter that the samples have been shipped and shall properly describe the samples in the letter. The letter of notification shall be sent separate from and should not be enclosed with the samples.
- F. The Contractor shall submit data and samples, or place his orders, sufficiently early to permit consideration, inspection and testing before the materials and equipment are needed for incorporation in the Work. The consequences of his failure to do so shall be the Contractor's sole responsibility.
- G. In order to demonstrate the proficiency of workmen, or to facilitate the choice among several textures, types, finishes, surfaces, etc., the Contractor shall provide such samples of workmanship of wall, floor, finish, etc., as may be required.
- H. When required, the Contractor shall furnish to the Engineer triplicate sworn copies of manufacturer's shop or mill tests (or reports from independent testing laboratories) relative to materials, equipment performance ratings, and concrete data.
- I. After review of the samples, data, etc., the materials and equipment used on the Work shall in all respects conform therewith.

END OF SECTION 01600

SECTION 01620 - STORAGE AND PROTECTION

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. General storage.
- B. Enclosed storage.
- C. Exterior storage.
- D. Maintenance of storage.

1.02 RELATED REQUIREMENTS

Division 1 - General Requirements.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 GENERAL STORAGE

- A. Store products, immediately on delivery, in accordance with manufacturer's instructions, with seals and labels intact. Protect until installed.
- B. Arrange storage in a manner to provide access for maintenance of stored items and for inspection.

3.02 ENCLOSED STORAGE

- A. Store products, subject to damage by the elements, in substantial weathertight enclosures.
- B. Maintain temperature and humidity within ranges stated in manufacturer's instructions.
- C. Provide humidity control and ventilation for sensitive products as required by manufacturer's instructions.
- D. Store unpacked and loose products on shelves, in bins, or in neat groups of like items.
- E. The OWNER will not be responsible for providing closed storage when needed. This is the responsibility of the Contractor.

3.03 EXTERIOR STORAGE

- A. Provide substantial platforms, blocking, or skids, to support fabricated products above ground; slope to provide drainage. Protect products from soiling and staining.
- B. For products subject to discoloration or deterioration from exposure to the elements, cover with impervious sheet material. Provide ventilation to avoid condensation.
- C. Store loose granular materials on clean, solid surfaces such pavement, or on rigid sheet materials, to prevent mixing with foreign matter.
- D. Provide surface drainage to prevent erosion and ponding of water.
- E. Prevent mixing of refuse or chemically injurious materials.

3.04 MAINTENANCE OF STORAGE

- A. Periodically, inspect stored products on a scheduled basis. Maintain a log of inspections, make available to Engineer on request.
- B. Verify that storage facilities comply with manufacturer's product storage requirements.
- C. Verify that manufacturer required environmental conditions are maintained continually.
- D. Verify that surfaces of products exposed to the elements are not adversely affected. Weathering of finishes is unacceptable under the requirements of the Contract Documents.

3.05 MAINTENANCE OF EQUIPMENT STORAGE

- A. For mechanical and electrical equipment in long-term storage, provide manufacturer's service instructions to accompany each item, with notice of enclosed instructions shown on exterior of package.
- B. Service equipment on a regularly scheduled basis, in accordance with the manufacturer's recommendations, maintaining a log of services; submit as a record document.

END OF SECTION 01620

SECTION 01700 - PROJECT CLOSEOUT

PART 1 - GENERAL

1.01 RELATED REQUIREMENTS

- A. Section 00700 - General Conditions.
- B. Section 01710 - Cleaning.
- C. Section 01720 - Project Record Documents.

1.02 SUBSTANTIAL COMPLETION

- A. Contractor:
 - 1. Submit written certification to Engineer that project is substantially complete.
 - 2. Submit list of major items to be completed or corrected.
- B. Engineer will make an inspection within seven days after receipt of certification, together with the Owner's representative.
- C. Should Engineer consider that work is substantially complete:
 - 1. Contractor shall prepare, and submit to Engineer, a list of the items to be completed or corrected, as determined by on-site observation.
 - 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. 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 notice to Engineer, certifying that Project, or designated portion of project is substantially complete.
 3. Engineer will re-review work.

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 on-site observation/review 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 re-review the work.

1.04 FINAL CLEANING UP

The work will not be considered as completed and final payment made until all final cleaning up has been done by the Contractor in a manner satisfactory to the Engineer. See Section 01710 for detailed requirements.

1.05 CLOSEOUT SUBMITTALS

- A. Project Record Documents: to requirements of Section 01720.
- B. Operation and Maintenance Data: to requirements of particular technical specifications and Section 01730.
- C. Warranties and Bonds: to requirements of particular technical specifications and

Section 01740.

1.06 INSTRUCTION

Instruct Owner's personnel in operation of all systems, mechanical, electrical and other equipment.

1.07 FINAL APPLICATION FOR PAYMENT

Contractor shall submit final applications in accordance with requirements of General Conditions.

1.08 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.

END OF SECTION 01700

SECTION 01710 - CLEANING

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. On a continuous basis, maintain premises free from accumulations of waste, debris, and rubbish, caused by operations.
- B. At completion of Work, remove waste materials, rubbish, tools, equipment, machinery and surplus materials, and clean all sight-exposed surfaces; leave Project clean and ready for occupancy.

1.02 RELATED REQUIREMENTS

- A. Section 01045 - Cutting and Patching.
- B. Section 01700 - Project Closeout.
- C. Cleaning for Specific Products or Work: Specification Section for that work.

1.03 SAFETY REQUIREMENTS

- A. Hazards control:
 - 1. Store volatile wastes in covered containers, and remove from premises daily.
 - 2. Prevent accumulation of wastes which create hazardous conditions.
 - 3. Provide adequate ventilation during use of volatile or 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 without written permission from the Owner.
 - 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 but no less than once every two weeks 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. The Contractor shall thoroughly clean all materials and equipment installed.

3.02 FINAL CLEANING

- A. Employ experienced workmen, or professional cleaners, for final cleaning.
- B. In preparation for substantial completion, conduct final inspection of sight-exposed interior and exterior surface, and of concealed spaces.
- C. Repair, patch and touch up marred surfaces to specified finish, to match adjacent surfaces.
- D. Broom clean paved surfaces; rake clean other surfaces of grounds.
- E. Maintain cleaned areas until Project, or portion thereof, is occupied by Owner.
- F. The Contractor shall restore or replace existing property or structures as promptly and practicable as work progresses.

END OF SECTION 01710

SECTION 01720 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.01 RELATED REQUIREMENTS

- A. Section 00700 - General Conditions.
- B. Section 01300 - Submittals.

1.02 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.

1.03 MARKING DEVICES

Provide colored pencil or felt-tip marking pen for all marking.

1.04 RECORDING

- A. Label each document "RECORD DRAWING" 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 SUBMITTAL

- 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.

END OF SECTION 01720

SECTION 01740 - WARRANTIES AND BONDS

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. Compile specified warranties and bonds.
- B. Compile specified service and maintenance contracts.
- C. Co-execute submittals when required.
- D. Review submittals to verify compliance with Contract Documents.

1.02 RELATED REQUIREMENTS

- A. Bid Bond.
- B. Performance and Payment Bonds.
- C. Guaranty.
- D. General Warranty of Construction.
- E. Warranties and Bonds required for specific products: As listed in other Specification sections.

1.03 (NOT USED)

1.04 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.

1.05 FORM OF SUBMITTALS

- A. Prepare in duplicate packets.
- B. Format:
 - 1. Size 8 1/2-inch x 11 inches, punch sheets for 3-ring binder: 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.

1.06 TIME OF SUBMITTALS

- A. For equipment or component parts of equipment put into service during progress of construction: Submit documents within ten (10) days after inspection and acceptance.
- B. Otherwise, make submittals within ten (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.

1.07 SUBMITTALS REQUIRED

Submit warranties, bonds, service and maintenance contracts as specified in the respective sections of the Specifications. Additionally, the Contractor shall warrant the entire contract, including all concrete, paving, building, plumbing, HVAC, mechanical and electrical equipment to be free from defects in design and installation for one (1) year from the date of startup. In the event a component fails to perform as specified or is proven defective in service during the warranty period, the Contractor shall repair the defect without cost to the Owner.

END OF SECTION 01740

Division 5 – Metals

SECTION 05500 - MISCELLANEOUS METALS, FASTENERS, SPECIAL FINISHES

PART 1 - GENERAL

1.01 WORK INCLUDED

Provide all labor, materials, equipment and service necessary for fabrication and erection of structural steel and aluminum and for fabrication and installation of miscellaneous non-ferrous metals as shown on the Drawings and not specifically included under other sections of these Specifications.

- A. Erection.
- B. Shop and Erection Drawings.
- C. Shop Painting.
- D. Galvanizing.
- E. Aluminum Work Protection.
- F. Cleaning Aluminum Work.
- G. Miscellaneous Items.
- H. Loose Lintels.
- I. Sleeves and Inserts.
- J. Aluminum Pipe Railing.
- K. Aluminum Stairs.
- L. Ladders.
- M. Ship Ladders.
- N. Plate Covers and Frames.
- O. Guard Chains.
- P. Lifting Hooks.
- Q. Sand Trap Grating and Frame.

- R. Cast Iron Wheel Guard.
- S. Cast Aluminum Nosings.
- T. Floor Hatches and Frames.
- U. Access Doors.

1.02 RELATED WORK

- A. Section 04200 - Concrete Masonry Unit.
- B. Section 05530 - Aluminum Grating.

1.03 REFERENCES

All work under this Section shall be governed by:

- A. Specifications for the design, fabrication and erection of structural steel for buildings - American Institute of Steel Construction, current edition.
- B. Aluminum Construction Manual, Section 1, Specifications for Aluminum Structures - the Aluminum Association.
- C. All welding shall conform to the latest code of the American Welding Society.
- D. ASTM A-276.
- E. ASTM A-325.
- F. ASTM F-593, 294.
- G. Federal Specification FF-S-325.
- H. ASTM A-48.
- I. Federal Specification TT-V-51F.
- J. ANSI B94.12.
- K. ASTM A-12, A-153, A-384, A-563 and A-780.
- L. SSPC SP-1, SP-2, SP3, SP-7.

1.04 SUBMITTALS

- A. As required by the Specifications, the Contractor shall submit for review completely detailed and certified shop and erection drawings of the miscellaneous metal work. All coatings or other protection against corrosion to be applied at the shop or in the field shall be indicated on these drawings. The shop drawings for aluminum work shall show the alloys and tempers to be used, and the finish, if any to be applied.
- B. Shop drawings, giving complete information necessary for fabrication, layout and installation of metal work shall be submitted to the Engineer for review prior to fabrication.
- C. Preparation of shop drawings for fabricated metal items shall be coordinated by the Contractor with the manufacturers of various equipment in order to comply with details, locations, openings, and arrangements required by the manufacturers.
- D. Field measurements shall be made to verify all dimensions in the field that may affect installation of work before shop drawings are made and/or fabrication is performed.

1.05 QUALITY ASSURANCE

- A. The design, detail and workmanship of steel plates and structural steel shall conform to the AISC Specification for the Design, Fabrication, and Erection of Structural Steel for Buildings.
- B. Where welding is permitted or required, it shall conform to the current requirements of the American Welding Society for the type of work in question.
- C. Aluminum work shall be fabricated in a shop where the quality of work is in accordance with the highest standards for work of this type. All work shall be executed by mechanics skilled in the fabrication of aluminum, and shall be true to detail with sharp, clean profiles, fitted with proper joints and intersections and with finishes as specified.
- D. All miscellaneous metal work shall be formed to shape and size with sharp lines and angles. Shearing and punching shall leave clean true lines and surfaces.

1.06 RESPONSIBILITY FOR DIMENSIONS

The general design and dimensions of the miscellaneous metal work are indicated on the Drawings, but the Contractor shall be responsible for the correctness of the details and dimensions of the finished articles. He shall verify conditions at the job before fabrication and coordinate the work with that of all other trades to prevent interference.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Steel plates and structural steel shapes shall conform to ASTM Standard Specification for Structural Steel, Designation A36.
- B. Sheet steel shall be cold rolled or hot rolled carbon sheet steel conforming to ASTM Standard Specification for Steel, Carbon, Cold Rolled Sheet, Commercial Quality, Designation A36 or ASTM Standard Specification for Steel, Carbon (0.15 maximum, percent), Hot Rolled Sheet and Strip, Commercial Quality, Designation A569, as appropriate.
- C. Steel pipe shall conform to ASTM Standard Specifications for Pipe, Steel, Black and Hot Dipped, Zinc Coated, Welded and Seamless, Designation A53.
- D. Stainless steel shall be Type 304 unless otherwise indicated or specified.
- E. Aluminum work shall be fabricated of plates, rolled or extruded shapes, sheets or casting conforming (unless otherwise permitted or indicated) to the following alloy and temper designations of the Aluminum Association:
 - 1. Structural rolled or extruded shapes 6061-T6.
 - 2. Extruded shapes 6063-T5.
 - 3. Plates 6061-T6.
 - 4. Gratings (bearing bars) 6061-T6 (crimp bars) 6063-T6.
 - 5. Castings 214.
 - 6. Sheets 3003-F.
 - 7. Bolts and nuts 2024-T4.
 - 8. Pipe Railing 6063-T6.
- F. The Contractor shall furnish the Engineer with mill certificates and a signed statement from the fabricator that all aluminum work furnished is of the proper alloys, as specified above.

2.02 STEEL

- A. Structural steel shall conform to the requirements of ASTM A-36. Structural tubing, where used, shall conform to the requirements of ASTM A-500, Grade B, and the ends of the tubing shall be properly sealed to protect the internal surfaces. Steel anchor bolts shall be ASTM A-36 hot rolled threaded rod or bar stock, except where stainless steel is indicated on the Drawings.
- B. Structural steel members as required shall conform to ASTM Standard shapes.

- C. Base and bearing plates shall be provided where necessary to provide maximum bearing value of not more than 200 psi on solid concrete masonry units not more than 750 psi on concrete and shall be grouted in place.
- D. Steel lintels shall be provided for all square head openings in masonry where shown and where other lintels are not indicated on the Drawings. Lengths of bearing at each end of lintels shall be not less than 1 inch per foot of span, but in no case less than 8 inches shall be increased or the lintels shall be fitted with bearing plates as required to provide unit pressures in pounds per square inch of not more than 200 on solid concrete masonry units and 625 on concrete. All new steel lintels shall be hot-dipped galvanized. Finish coats are specified in Division 9 - Finishes.

2.03 SHOP PAINTING

Painting of miscellaneous ferrous metal work is specified under Division 9.

2.04 GALVANIZING

Items of miscellaneous iron work and steel work indicated on the Drawings or specified to be galvanized shall be zinc coated by the hot dip process in conformity with ASTM Standard Specification for Zinc (hot galvanized) Coatings on Products Fabricated from Rolled, Pressed, and Forged Steel Shapes, Plates, Bars, and Strip, Designation A123-78; or ASTM Standard Specifications for Zinc Coating (hot-dip) on Iron and Steel Hardware, Designation A153-78, as appropriate. Galvanizing is specified under Article 3.04, "Hot-Dip Galvanizing".

2.05 ALUMINUM

All structural and miscellaneous aluminum shall be Alloy 6061 (Alloy 6063 for extrusions), Temper T6, unless otherwise noted, indicated or accepted by the Engineer. Where welding is necessary in fabrication, it shall be done in conformance with Section 7 "Welded Construction" of Specification for Aluminum Structures, referenced hereinbefore.

2.06 ALUMINUM WORK PROTECTION

- A. Aluminum surfaces which after erection would otherwise be in contact with concrete or brick masonry or with mortar, shall be protected from contact therewith by a coat of bitumastic super service black manufactured by the Koppers Company, Inc., Pittsburgh, PA; Tarmastic 100 manufactured by Porter Coating Division, Porter Paint Company, Louisville, KY; 450 Heavy Tnemecol manufactured by Tnemec Company, North Kansas City, MO; or equal. Areas where the paint has been damaged by abrasion or other cause shall be cleaned and repainted as directed so that the aluminum will have a complete protective paint film when brought into contact with the material against which it is being protected. Before application of coating, the surface shall be cleaned of all dirt, heavy deposits of grease or oil, and other foreign substances and shall be immersed in or

swabbed with an acceptable solvent. Next the surfaces shall be rinsed with clear water and thoroughly dried.

- B. The Contractor's attention is directed to the requirements of the Specifications in regard to protection against electrolysis where aluminum is to be used in conjunction with dissimilar metals.
- C. Where a shop coating of methacrylate lacquer has been specified on aluminum work to protect the surface from stain, the protective coating of lacquer worn off during handling or erection shall be replaced in the field by a new coating of lacquer of the same type.
- D. During construction, care shall be taken to prevent damage to the aluminum work from splashing or the accumulation of paint, concrete, mortar, or other similar materials.

2.07 STAINLESS STEEL

Stainless steel shapes shall be ANSI Type 304 or 316 in accordance with ASTM A-276. Miscellaneous bar stock products such as pipe straps shall be 400 Series stainless steel. Anchor bolts, nuts and washers shall be ANSI Series 300 stainless steel.

2.08 FASTENERS

- A. Bolts, Nuts and Washers:
 - 1. Structural bolts shall be high strength ASTM A-325, Type 1, galvanized and galvanized ASTM A-325 hardened flat washers and galvanized ASTM A-325 hex nuts. Galvanized bolts, nuts and washers shall be centrifugally spun after galvanizing. Nuts shall have threads tapped oversize after galvanizing. All stainless steel bolts, nuts and washers shall be ANSI Type 300 Series stainless steel in accordance with ASTM F-593, with ASTM F-594 nuts. All bolts shall have hexagonal heads.
 - 2. Anchors and bolts including nuts and washers shall be provided where necessary for securing the work in place. Sizes, types and spacings of anchors and bolts not indicated or specified otherwise shall be as necessary for their purposes. Anchor bolts and anchors for the erection of structural steel shall be galvanized. Anchored bolts, nuts, and washers for all other uses including, but not limited to, underwater use and for the installation of equipment, piping, pumps and motors shall be stainless steel Type 304.
- B. Expansion Anchors (In Concrete):
 - 1. Expansion anchors shall be of two (2) types:
 - a. Stainless steel wedge type.
 - b. Self drilling plated type with stainless steel bolt and stainless steel washer. Type of expansion anchor desired shall be noted on Drawings
 - 2. Stainless steel wedge type anchors shall be ITW Ramset/Red Head, or equal of

Type 303 stainless steel. Anchors shall meet or exceed latest Government GSA Federal Specifications FF-S-325, Group II, Type 4, Class 1. Anchor shall be used with 300 series stainless steel bolt and washer.

3. Self drilling plated anchors shall be ITW Ramset/Red Head, or equal. Anchors shall meet or exceed latest Government GSA Federal Specification FF-S-325, Group III, Type 1. Self-drilling anchors shall be electro-deposited zinc plated and chromate dipped, to meet or exceed the requirements of the latest Federal Specification QQ-Z-325, Type II, Class 3. Cutting teeth shall have minimum hardness of 82 Rockwell A scale.
4. Stainless steel expansion anchors shall be installed in accordance with manufacturer's recommendations.
5. Self-drilling expansion anchors shall be installed in accordance with manufacturer's recommendations. To insure full development strength, all self-drilling expansion anchors shall be expanded over the plug in the final set, by using a bolt screwed into the female threads and impacted by hand with a suitable hammer. The final set shall not be accomplished by using the drilling tool.
6. After installation, pull-out tests by the anchor manufacturer's representative may be requested by the Engineer. If so, the Engineer's inspector will specify the number and location of the tests.

2.09 ALUMINUM LADDERS

- A. Aluminum ladders shall be furnished and installed at the locations shown on the Contract Drawings.
- B. The ladders shall be constructed with side rails of 2-1/2 inches by 1/2-inch flat bar and brackets of 3 inches by 1/2-inch flat bar with rungs of 1 inch diameter bars, shouldered, driven through the side rails and peened. Maximum bracket support spacing shall be 5 feet - 0 inches on centers. The brackets shall be welded to the side rails. Rung spacing shall be 12 inches on centers. In general, the ladders shall extend to within 6 inches of the access opening. Ladders shall be constructed of 6061-T6 aluminum. Wedge type stainless steel expansion anchors shall be used to attach aluminum ladders to walls as indicated on Contract Drawings.

2.10 MISCELLANEOUS ITEMS

Items of miscellaneous metal work not particularly specified hereinafter shall be of the shape, size, material and details indicated on the Drawings or suitable for the purpose intended.

2.11 LOOSE LINTELS

The Contractor shall furnish all loose lintels as indicated on the Drawings or required by the work. The loose lintels shall be fabricated from structural steel shapes and plates. All loose lintels shall be hot-dip galvanized after fabrication.

2.12 SLEEVES AND INSERTS

The Contractor's attention is directed to the requirements of the Specifications regarding sleeves and inserts.

2.13 ALUMINUM PIPE RAILING

- A. The aluminum pipe railing shall be the product of company normally engaged in the manufacture of pipe railing. Railing shall be shop assembled in lengths not to exceed 24 feet for field erection.
- B. Handrails and stair rails shall be designed to withstand a 200-pound concentrated load applied in any direction at any point on the top rail. Handrails and stair rails shall also be designed to withstand a load of 50 lbs/ft. applied horizontally to the top rail. The 200-pound load will not be applied simultaneously with the 50 lbs/ft. load. In addition, the handrails shall be designed to withstand a load of 100 lbs/ft. applied vertically downward to the top rail and simultaneously with the 50 lbs/ft. horizontal load. The 100 lbs/ft. vertical load does not apply to stair rails.
- C. The manufacturer shall submit calculations to the Engineer for approval. Testing of base castings or base extrusions by an independent lab or manufacturer's lab (if manufacturer's lab meets the requirements of the Aluminum Association) will be an acceptable substitute for calculations. Calculations will be required for approval of all other design aspects.
- D. Post spacing shall be a maximum of 6 feet 0 inches. Posts and railings shall be a minimum of 1-1/2 inches Schedule 40 aluminum pipe alloy 6063-T6, ASTM-B-429 or ASTM-B-221. The handrail manufacturer shall show that their posts are of adequate strength to meet the loading requirements. If the manufacturer's posts are not of adequate strength, the manufacturer may reduce the post spacing or add reinforcing dowels or may do both in order to meet loading requirements.
- E. The handrail shall be made of pipes joined together with component fittings. Samples of all components, bases, toe plate and pipe must be submitted for approval. Components that are glued or pop riveted at the joints will not be acceptable. All components must be mechanically fastened with stainless steel hardware. Handrail and components shall be Thompson Fabricating Company or approved equal.
- F. Posts shall not interrupt the continuation of the top rail at any point along the railing, including corners and end terminations. The top surface of the top railing shall be smooth and shall not be interrupted by project fittings.
- G. The midrail at a corner return shall be able to withstand a 200-pound load without loosening.

- H. Expansion bolts shall be spaced 10 diameters apart and 5-diameter edge distance for no reduction in pullout strength. A safety factor of four shall be used on expansion bolt pullout values published by the manufacturer. Expansion bolts shall be stainless steel type 303 wedge bolts.
- I. Toe plate shall conform to OSHA standards. Toe plate shall be a minimum of 4 inches high and shall be an extrusion that attaches to the posts with clamps which will allow for expansion and contraction between posts. Toe plates shall be set 1/4-inch above the walking surface. Toe plates shall be provided on handrails as required by OSHA and/or as shown on Drawings. Toe plates shall be shipped loose in stock lengths with pre-manufactured corners for field installation.
- J. Openings in the railing shall be guarded by a self-closing gate. Safety chains shall not be used unless specifically shown on the Drawings.
- K. Finish shall be Aluminum Association M10-C22-A41 (215-R1). The pipe shall be plastic wrapped. The plastic wrap is to be removed after erection.
- L. Aluminum surfaces in contact with concrete, grout or dissimilar metals will be protected with a coat of bituminous paint, mylar isolators or other approved material.

2.14 ALUMINUM STAIRS

- A. The aluminum stairs shall have structural aluminum channel stringers and supports, aluminum tread plate treads and platforms and sheet aluminum risers as indicated on the Drawings and in the details.
- B. The treads shall be aluminum grating (see Section 05530). The treads shall be supported by and attached to 1-1/4 inch by 3/16 inch aluminum carrier angles bolted to the stringers. The treads shall be the widths indicated.
- C. All platforms shall be fabricated of 1/4-inches thick aluminum tread plate and shall be supported on the edges by structural aluminum angles and at the mid-spans by structural aluminum tees.
- D. The aluminum tread plate for treads and platforms shall have an acceptable nonskid pattern surface.
- E. The Contractor shall provide all structural aluminum angle hangers, struts, rod hangers, closure plates and brackets indicated or necessary to complete the stairs as indicated.

2.15 SHIP LADDERS

- A. Ship ladders as located on the Drawings shall have structural aluminum channel stringers, aluminum pipe handrails and aluminum riveted grating treads. The treads shall be Type K manufactured by Borden Metal Products Company, Elizabeth, NJ; Reticuline Type M

manufactured by IKG Industries, Long Island City, NY; Type KM manufactured by Kerrigan Iron Works, Inc., Nashville, TN; or equal. The bearing bars of the treads shall be 3/16 inches thick by 1-1/4 inches deep and shall be fabricated of 6061-T6 aluminum alloy. Crimp bars shall be fabricated of 6063-T5 aluminum alloy riveted on 7-inch centers, and raised slightly above the bearing bars and serrated. The treads shall have integral slotted and punched end plates for attaching to the stringers. All treads shall be provided with 1-1/4-inch abrasive or extruded aluminum corrugated nosing.

- B. The handrails shall be fabricated of 1-1/2 inch IPS, Schedule 40 aluminum pipe with flush welded joints ground smooth. The rails shall be secured to the stringers as indicated. The handrails shall be given an Aluminum Association Standard Anodic finish, Designation C22A31 followed by a shop coat of methacrylate lacquer.
- C. The Contractor shall provide all structural aluminum clip angles, brackets and fasteners required to complete the ship ladders as indicated. All fasteners shall be stainless steel.

2.16 PLATE COVERS AND FRAMES

- A. The plate covers and frames shall be of the sizes indicated on the Drawings. The frames shall be aluminum angles of the sizes indicated with welded strap anchors for securing the frames in the concrete. The frames shall have mitered corners with welded joints ground smooth where exposed.
- B. The covers shall be 1/4-inch thick aluminum tread plate having an acceptable nonskid surface and reinforced with aluminum bars welded to the underside of the cover in accordance with the details. Plate covers shall be capable of supporting a uniform superimposed load of 100 psf for the span with a deflection of less than 1/4-inch based on an allowable fiber stress of 16,000 psi. The covers shall be made to fit neatly and accurately in the frames.
- C. Hinged covers shall be furnished with heavy duty stainless steel, plain bearing hinges with stainless steel pins. The hinges shall be fastened to the covers and frames with stainless steel machine screws. The hinged covers shall be provided with flush lift handles fabricated from 1/2-inch diameter aluminum rod, alloy 6061-T6511.
- D. A single leaf of hinged plate covers shall be no greater than 3 feet square in size.
- E. Removable plate covers shall have 1-inch diameter finger holes to facilitate removal. All edges of holes cut in the plate covers shall be ground smooth.
- F. Removable plate covers shall be no greater than 14 square feet in size with the longer dimension no greater than 7 feet.
- G. Gasket plate covers shall have continuous compressible neoprene seals between the cover and frame at the perimeter. The covers shall be secured to the frames with countersunk, flathead, stainless steel machine screws spaced approximately 6 inches on centers.

2.17 GUARD CHAINS

Removable guard chains at openings in aluminum pipe railings shall be fabricated from wrought, non-welded aluminum chain having 12 links per foot. The chains shall be secured to aluminum eyes bolted or welded to pipe stanchion at one end of the opening. The free ends of the chains shall be provided with hooks formed from 1/4-inch diameter solid aluminum rod for attaching to similar eyes in the pipe stanchion at the opposite end of the opening.

2.18 LIFTING HOOKS

- A. Lifting hooks in concrete shall be fabricated from 3/4-inch diameter steel rod bent in a U-shape and threaded at the ends to receive nuts. The lifting hook shall be fastened to a 1/2-inch by 4-inch by 8-inch steel anchor plate and the assembly placed in the formwork before the concrete is placed. Lifting hook assemblies shall be hot-dip galvanized after fabrication.
- B. Lifting hooks supported from steel shall be fabricated 3/4 inch diameter steel rod bent in a U-shape and threaded at both ends to receive nuts. The lifting hooks shall be placed in punched holes in the bottom flange of steel beams and secured in place by nuts as indicated. Lifting hooks and appurtenances shall be hot-dip galvanized.

2.19 SAND TRAP GRATING AND FRAME

The sand trap grating and frames in the building shall be heavy duty weight constructed of high strength gray iron.

2.20 CAST IRON WHEEL GUARDS

- A. Wheel guards where indicated on the Drawings shall be cast iron guards of the sizes and types indicated on the Drawings and as herein specified and shall be manufactured by Neenah Foundry Company, Neenah, WI; Flockhart Foundry Company, Newark, NJ; McKinley Iron Works, Fort Worth, TX; or equal. Wheel guards shall be given one shop coat of rust inhibitive paint before shipment.
- B. Wheel guards shall be heavy duty concrete fill type, cast iron wheel guards, No. R-4983-C manufactured by Neenah Foundry Company; Type 706A manufactured by Flockhart Foundry Company; or an acceptable equivalent product. The guards shall be set 2 inches into the pavement and shall be bolted to the masonry walls. The guards shall be filled with Class A concrete and the top of the fill sloped at a 15 degree angle from the building.

2.21 CAST ALUMINUM NOSINGS

- A. The cast aluminum nosing shall be abrasive cast aluminum nosings securely fastened with stainless steel, flat head bolts and wing anchors set into the fresh concrete. The nosings shall be the products of Wooster Products, Inc., Wooster, OH; American Abrasive Metals Company, Irvington, NJ; Andco Building Specialties, Division of Andco Industries Corporation, Greensboro, NC; or equal.
- B. Cast aluminum nosings for concrete steps and platforms shall be of the widths indicated and shall be Type 101 made by Wooster Products, Inc.; Style A made by American Abrasive Metals Company; Style 801 made by Andco Building Specialties, or equal.

2.22 FLOOR HATCHES AND FRAMES

- A. The floor hatches and frames shall be flush floor hatches manufactured by the Bilco Company, New Haven, CT; or equal. The hatches shall be double leaf gutter type and of the sizes indicated on the Drawings. The hatches shall be factory assembled and shipped complete with frame for installation on the job. The hatches shall be furnished with hinges, hold open safety lock bars, and flush lift handles. Gutter type hatches shall have a 1-1/2 inch drainage coupling located in on corner of the channel frame.
- B. The floor hatches and frames shall be fabricated from aluminum with 1/4-inch extruded aluminum frames and 1/4-inch diamond checkered aluminum plate covers. The covers shall be reinforced to be capable of withstanding a uniform live load of 300 psf.

2.23 ACCESS DOORS

Doors shall be flush panel access doors as manufactured Inryco Inc., Milwaukee , WI; Karp Associates, Inc., Maspeth, NY; BOICO, Birmingham, AL; or equal. Doors and frames to be galvanized steel with concealed hinge and flush screw driver operated locks.

2.24 SAFETY CHAIN

Safety chain shall be 3/8-inch trade size, proof coil, welded polyester coated low carbon steel in OSHA safety yellow designed for barrier chain application as manufactured by Campbell Chain Company, York, PA., or equal.

2.25 CASTINGS

All miscellaneous iron casting shall be of best quality materials free from flaws and unsightly defects. Gray cast iron shall be ASTM A-48 Class 35 (35,000 psi tensile strength). Furnish and install in the locations indicated casting of the type and size shown on the Drawings.

2.26 CARPENTER'S IRON WORK

Furnish bent or otherwise custom fabricated bolts, plates, anchors, hangers, dowels and other miscellaneous steel and iron shapes as required for framing and supporting woodwork and for anchoring or securing woodwork to concrete or other structures. Manufacture or fabricate items of sizes, shapes, and dimensions required. Furnish malleable iron washers for heads and nuts which bear on wood structural connections, elsewhere, furnish steel washers.

2.27 MISCELLANEOUS FRAMING AND SUPPORTS

Provide miscellaneous steel framing and supports as required to complete the work. Fabricate miscellaneous units to the sizes, shapes, and profiles shown or if not shown, of the required dimensions to receive adjacent grating plates, louvers, vents, grilles, screens or other work to be retained by the framing. Except as otherwise shown, fabricate from structural steel shapes and plates and steel bars of all welded construction using mitered corners, welded brackets and splice plates and a minimum number of joints for field connection. Cut, drill and tap units to receive hardware and similar items to be anchored to the work.

PART 3 - EXECUTION

3.01 ANCHORAGE ITEMS

The Contractor shall furnish all bolts, nuts, shims, pins, screws, straps, nails and other anchors which may be required by the Drawings or job conditions to secure all items permanently in place whether or not specifically called for or shown on the Drawings.

3.02 FABRICATION AND INSTALLATION OF METAL WORK

- A. General: All metal items shall be accurately fabricated and erected with exposed joints close fitting. All joints shall be of such character and so assembled that they will be as strong and rigid as adjoining sections. Joints shall be located where least conspicuous. Items shall have smooth finished surfaces except where otherwise shown or specified.
- B. Built-in Items: Members or parts to be built-in with masonry or concrete shall be in a form affording a suitable anchorage or shall be provided with approved anchors, expansion shields or other approved means of securing members.
- C. Dissimilar Metals: Ferrous and non-ferrous metals shall be insulated at all contacts with felt washer, strips or sheets, bitumastic paints, or other acceptable means. All aluminum surfaces in contact with concrete shall be coated with two (2) coats of Federal Specification TT-V51F Asphalt Varnish, or approved equal.
- D. Connections:

1. All required anchors, couplings, bolts, and nuts required to support miscellaneous metal work shall be furnished and installed as required.
 2. Weights of connections and accessories shall be adequate to safely sustain and withstand stresses and strains to which they will be normally subjected.
 3. Connections shall be bolted except where welding is called for in the Drawings. Bolts shall be 3/4-inch diameter unless noted or required otherwise.
- E. Expansion Anchors:
1. Expansion anchors shall be installed in holes drilled into concrete with carbide tipped drill bits conforming to ANSI B94.12-1977, using a rotary impact hammer for 1/2-inch and 3/8-inch anchors. Hole depth shall equal or exceed the anchor manufacturer's minimum recommended embedment. Should hole depth equal anchor manufacturer's minimum recommended embedment, hole shall be cleaned out by air pressure. The minimum hole depth shall be per anchor manufacturer's recommendations. Contractor shall assure hole is perpendicular and conforms in size to anchor manufacturer's recommendation.
 2. Washer and nut shall be assembled on anchor so that the top of the nut is flush with the top of the anchor. Then the anchor shall be driven into the hole through the work until the washer bears against the work. The anchor shall be expanded in accordance with the manufacturer's recommendations.
 3. General: Provide stainless steel fasteners for exterior use or where built into exterior walls. Select fasteners for the type, grade and class required.
 4. Bolts and Nuts: Regular hexagon head type, stainless steel, Grade A.
 5. Lag Bolts: Stainless steel.
 6. Machine Screws: Stainless steel.
 7. Wood Screws: Stainless steel.
 8. Plain Washers: Stainless steel.
 9. Masonry Anchorage Devices: Stainless steel.
 10. Toggle Bolts: Stainless steel.
 11. Lock Washers: Stainless steel.

3.03 WELDING

Welding procedures, welders and welding operators, both for shop and field welding, shall be qualified and certified in accordance with the requirements of AWS D1.1 "Welding in Building Construction" of the American Welding Society. Manufacturer's and fabricator's shop drawings shall clearly show complete information and Contractor shall perform all field welding in conformance with this information regarding location, type, size and length of all welds, all in accordance with AWS A2.0 "Standard Welding Symbols" of the American Welding Society. Special conditions shall be fully explained by notes and details.

3.04 HOT-DIP GALVANIZING

- A. All fabrication, galvanizing and repair shall comply with ASTM Standards as they apply in accordance with the publication "ASTM Standards for Materials Hot-Dip Galvanized after Fabrication, 1981" issued by American Hot-Dip Galvanizers Association, Inc. In particular, the following specific standards shall apply to work under this contract: ASTM A-123, A-153, A-384, A-385, A-563 and A-780.
- B. Items to be galvanized shall be fabricated in accordance with ASTM A-385-80.
- C. Galvanizing for fabricated steel items shall conform to ASTM A-123-78 and shall be done after fabrication. Steel assemblies shall be subject to safe guarding from warpage and distortion during galvanizing per ASTM A-384-76.
- D. Galvanizing for structural steel fasteners and hardware shall conform to ASTM A-153-80. Galvanized bolts, nuts and washers shall be centrifugally spun after galvanizing. Nuts shall have threads tapped oversize, after galvanizing, per ASTM A-563-80.
- E. Upon field erection, any damage measuring more than 1/10-inch wide shall be repaired with a zinc-based solder or zinc-rich paint in accordance with ASTM A-780-80. Marred, damaged, or uncoated areas 4 square inches and less shall be patched with a zinc-based solder to a thickness of 5 milligrams; areas greater than 4 square inches shall be patched with an organic zinc-rich paint to a dry film, Devcon Z, LPS Instant Cold Galvanized; or equal. The resident project representative shall determine the extent of damage which would require recoating.
- F. Items subject to distortion during transit, such as thin, curved members, etc., shall be stacked on edge and/or blocked to prevent radius change or other distortion while in transit to and from the galvanizing plant.

3.05 PAINTING

Painting of miscellaneous ferrous metal work is specified under Division 9.

3.06 MISCELLANEOUS METAL FABRICATIONS

- A. Rough Hardware:
 - 1. Furnish bent or otherwise custom fabricated bolts, plates, anchors, hangers, dowels and other miscellaneous steel and iron shapes as required for framing and supporting woodwork, and for anchoring or securing woodwork to concrete or other structures. Straight bolts and other stock rough hardware items are specified in Division 5.
 - 2. Fabricate items to sizes, shapes and dimensions required. Furnish malleable iron washers for heads and nuts that bear on wood structural connections; elsewhere, furnish steel washers.

B. Miscellaneous Steel Trim:

1. Provide shapes and sizes for profiles shown. Except as otherwise indicated, fabricate units from structural steel shapes and plates and steel bars, with continuously welded joints and smooth exposed edges. Use concealed field splices wherever possible. Provide cutouts, fittings and anchorages as required for coordination of assembly and installation with other work.
2. Galvanize miscellaneous steel trim where indicated.

END OF SECTION 05500

Appendix A
Parkers Lake, Stearns, and Airport Road Tank
Specifications

McCreary County Water District

SECTION 00013 Prison Tank (Airport Road) 1- Million Gallon CET

GENERAL

Historical overview of the structure:

The tank was built approximately by Caldwell Tanks in 2002 it is a 1-million-gallon tank roughly 156 feet to overflow. The originally applied coatings interior & exterior coatings are failing. Contractors are required to field verify all height and dimensions

It shall be the contractor's responsibility to determine the most appropriate means for applying coatings to the exterior and interior of the tank (*with exception of the specified roll coat to all interior welds*). If tank surfaces are rolled, roller nap inclusions in the coating shall not be allowed. All roller nap and other foreign objects shall be removed (scraped, sanded, ground...) Followed by the application of another coat of finish, primer or both if required. All touched up areas shall color match exactly to the surrounding coatings.

All runs, drips, sags, curtains, etc. shall be brushed out during application or removed (scraped, sanded, ground...) Followed by the application of another coat of finish, primer or both if required. All touched up areas shall color match exactly to the surrounding coatings.

No. Antennas will be removed from the tank prior to or during painting operation

- **Exterior & Interior:**
Clean, paint as specified
- **Replace sign as is**
- **New roof vent and screening Frost free style**
- **Replace secondary roof manway, add tie off points to tank roof 10 minimum.**
- **Remove, supply and install new expansion joint in piping, w/bolt isolators**
- **Install mixing system as specified.**
- **Repair water level indicator as needed(any or all parts)**
- **New gaskets**
- **Replace Interior roof support wagon wheel**
- **Tank interior dry access tube blast SP6 or SSPC SP3 all rusted areas**

Contractor shall place stencil as directed

Tank Exterior: Overcoat Rustoleum Noxyde

100% of the tank exterior shall be High Pressure washed 5000 psi minimum w/ a rotating tip. Injection* of surfactant (**Simple Green 50/50 mix**), to the entire tank surface, followed by a 100% clean water wash.

All rusted areas shall be power washed (5K Rotating tip) no less than 6" from surface all loose paint chased until found to be sound

a. A. Rust-Oleum Industrial Noxyde (Spray applied as required by supplier)
All bare steel areas will be primed with

Primer: **Rust-Oleum Mathys Noxyde Elastomeric Coating**

Applied at 14 mils wet mils DFT per coat to all bare areas requiring spot priming.

Intermediate: 1 coats Noxyde to a DFT of 7 mils min per coat
Gravel gray/ blue gray

Applied at approximately 14 Mils wet to achieve 7 mils DFT

Finish Rust-Oleum 9800 3-5 mils DFT
TBD
DFT shall not be less than 10 mils

Exterior color above. The DFT specified shall be obtained additional coats shall be applied at the contractor's expense, to achieve the specified DFT.

*For tank exterior all steel surfaces shall be cleaned by High Pressure Water Cleaning (HPWC) with a minimum of 5,000 psi with a rotating tip with a standoff distance not greater than 6 inches to the surface, to a condition of SSPC-SP WJ-4, minimum.

- The exterior cleaner/degreaser is required to be applied as directed, cleaner shall be power applied, by water or compressed air(stand- alone compressor)
- No hand, bug, crop, etc. sprayers will not be accepted for application.

Tank Interior:

1. The interior of the tank shall be prepared in accordance with **AWWA D102-97**. The interior shall be solid abrasive blasted and shall be abrasive blasted with a low silica (0.1%) low dust containing material in accordance with **SSPC- SP 10 “Near White Metal Blast Cleaning”**. Once the surface has been prepared, all weld seams shall be investigated. Any welds found to be deficient or that could result in structural failure, or any pits discovered because of surface preparation. Shall be rewelded (followed by grinding of repair to create a flush, consistent surface with the existing steel), pits shall be welded if greater than one half the thickness of the steel wall.

All roof seams that are not seal welded shall be sealed with an approved material that has the elongation factors to compensate for thermal contraction and expansion as weather changes. Backer rod may be utilized in areas larger than 1/4" then filled with material to create a clean continuous seam.

2. As blast cleaning proceeds, it may become necessary to fill some of the deeper pits in the roof, shell, and floor plates as well as angles behind the compression rings and elsewhere as determined by inspector. Pits found one third to two thirds the thickness of the steel shall be filled with a material approved by the Consultant prior to application the filler shall be applied to blast cleaned surfaces and shall be DEVCON plastic steel Mfg. number 10110. Filling shall be neatly trowled into pits and voids and smoothly finished flush with the adjacent surfaces. Painting over of these areas will not be allowed until this material has fully cured. Welding new 1/4 steel plate over the pit may also repair pits. All plate welding shall be seal welded and ground smooth to create a transition between the plate and the existing steel surface.

The interior of the tank shall be abrasive blasted to an SSPC-10 Near-White Metal:

a. Rust-Oleum Industrial

Primer Rust-Oleum W 9200 to a DFT of 5.0-8.0 Mils
White

Intermediate Rust-Oleum W 9200 to a DFT of 5.0-8.0 Mils
Marlin Blue

Finish Rust-Oleum W 9293 to a DFT 5.0-8.0 Mils
White

All weld seams shall receive an additional roll coat to a DFT of 5.0-8.0 Mils
Prior to finish application

Total DFT shall not be less than 15 Mils not including the weld seams which shall be a minimum of 5 mils greater.

The roll coat is to be applied prior to the application of the finish coat. A minimum of one full day (24 hours) shall pass prior to the application of the finish coat.

b. Carboline Co.

Primer	Carboguard 891 VOC to a DFT of 5.0-8.0 mils White
Intermediate	Carboguard 891 VOC to a DFT of 5.0-8.0 mils Gray
Finish Coat	Carboguard 891 VOC to a DFT of 5.0-8.0 mils Gray

All weld seams shall receive an additional roll coat to a DFT of 5.0 mils
Prior to finish application White

Total DFT shall not be less than 15 Mils not including the weld seams which shall be a minimum of 5 mils greater.

The roll coat is to be applied prior to the application of the finish coat. A minimum of one full day (24 hours) shall pass prior to the application of the finish coat.

c. Tnemec Co

Primer	Tnemec Series 20HS to a DFT of 4.0-6.0 mils White
Intermediate	Tnemec Series 20HS to a DFT of 4.0-6.0 mils Beige
Finish Coat	Tnemec Series 20HS to a DFT of 4.0-6.0 mils White

All weld seams shall receive an additional roll coat to a DFT of 5.0 mils
Prior to finish application White

Total DFT shall not be less than 12 Mils not including the weld seams which shall be a minimum of 5 mils greater.

The roll coat is to be applied prior to the application of the finish coat. A minimum of one full day (24 hours) shall pass prior to the application of the finish coat.

Contractor shall provide a holiday free coating system.

All roof rafters, beams, supports, sidewall connections that have not been seal welded shall be sealed with an NSF-61 approved caulking material. To create a smooth unbroken area that cannot be accessed by moisture. All these areas shall be sealed following the application of the finish coat. Once it has cured to a point that it can withstand traffic without causing damage.

SECTION 00013
Parkers Lake Tank
Painting 150,000 Gallon Elevated Tank

GENERAL

Historical overview of the structure:

The tank was built around 1993 is a 150,000- gallon tank roughly 140 feet in height to HWL. The applied coatings interior & exterior coatings are failing. Contractors are required to field verify all height and dimensions.

It shall be the contractor's responsibility to determine the most appropriate means for applying coatings to the exterior and interior of the tank (*with exception of the specified roll coat to all interior welds*). If tank surfaces are rolled, roller nap inclusions in the coating shall not be allowed. All roller nap and other foreign objects shall be removed (scraped, sanded, ground...) Followed by the application of another coat of finish, primer or both if required. Any and all touched up areas shall color match exactly to the surrounding coatings.

All runs, drips, sags, curtains, etc. shall be brushed out during application or removed (scraped, sanded, ground...) Followed by the application of another coat of finish, primer or both if required. All touched up areas shall color match exactly to the surrounding coatings.

No. Antennas will be removed from the tank prior to or during painting operation.

- **Exterior & Interior:**
Clean, paint as specified
- **Grout repair around base of tank:**
Remove and replace all loose or damaged grout around base of tank
- **Remove all through tank fittings in bowl and riser, butt weld new plate steel in place, add tie off points to tank roof near the WLI 4**
- **Sign/logo shall be replaced as is**
- **Provide and install Davit arm manway as specified 28 bolt pattern minimum(Consultant approval)**
- **Secure roof ladder by welding in place, along with standoffs**
- **Repair water level indicator as needed(any or all parts)**
- **Remove spider rods and repair ladder interior as needed**
- **Install mixing system as specified.**
- **Cable type safety climbs to all ladders**
- **New manway gasket and bolts**
- **Tune all rods as needed**
- **Provide and install new frost- free roof vent and screening(Consultant approval)**
- **Weld all broken supports on ladders, overflow, etc.**

Contractor shall place stencil as directed

Tank Exterior: Overcoat Rustoleum Noxyde

100% of the tank exterior shall be High Pressure washed 5000 psi minimum w/ a rotating tip. Injection* of surfactant (**Simple Green 50/50 mix**), to the entire tank surface, followed by a 100% clean water wash.

All rusted areas shall be power hand tooled cleaned to an **SSPC-SP3** and all loose paint scraped. (Cup brushes will not be allowed).

a. A. Rust-Oleum Industrial Noxyde (Spray applied as required by supplier)
All bare steel areas will be primed with

Primer: **Spot Prime: Rust-Oleum ROC Prime 1K Epoxy Primer**

Applied at 2-3 mils DFT per coat to all bare areas requiring spot priming.

Rust-Oleum Mathys Noxyde Elastomeric Coating

Intermediate: 1 coats Noxyde to a DFT of 7 mils min per coat
Gravel gray/ blue gray

Applied at approximately 14 Mils wet to achieve 7 mils DFT

Finish Rust-Oleum 9800 3-5 mils DFT
TBD
DFT shall not be less than 10 mils

Exterior color above. The DFT specified shall be obtained additional coats shall be applied at the contractor's expense, to achieve the specified DFT.

*For tank exterior all steel surfaces shall be cleaned by High Pressure Water Cleaning (HPWC) with a minimum of 5,000 psi with a rotating tip with a standoff distance not greater than 6 inches to the surface, to a condition of SSPC-SP WJ-4, minimum.

- The exterior cleaner/degreaser is required to be applied as directed, cleaner shall be power applied, by water or compressed air(stand- alone compressor)
- No hand, bug, crop, etc. sprayers will not be accepted for application.

Tank Interior:

3. The interior of the tank shall be prepared in accordance with **AWWA D102-97**. The interior shall be solid abrasive blasted and shall be abrasive blasted with a low silica (0.1%) low dust containing material in accordance with **SSPC- SP 10 "Near White Metal Blast Cleaning"**. Once the surface has been prepared, all weld seams shall be investigated. Any welds found to be deficient or that could result in structural failure, or any pits discovered because of surface preparation. Shall be rewelded (followed by grinding of repair to create a flush, consistent surface with the existing steel), pits shall be welded if greater than one half the thickness of the steel wall.

All roof seams that are not seal welded shall be sealed with an approved material that has the elongation factors to compensate for thermal contraction and expansion as weather changes. Backer rod may be utilized in areas larger than 1/4" then filled with material to create a clean continuous seam.

4. 2. As blast cleaning proceeds, it may become necessary to fill some of the deeper pits in the roof, shell, and floor plates as well as angles behind the compression rings and elsewhere as determined by inspector. Pits found one third to two thirds the thickness of the steel shall be filled with a material approved by the Consultant prior to application the filler shall be applied to blast cleaned surfaces and shall be DEVCON plastic steel Mfg. number 10110. Filling shall be neatly trowled into pits and voids and smoothly finished flush with the adjacent surfaces. Painting over of these areas will not be allowed until this material has fully cured. Welding new 1/4 steel plate over the pit may also repair pits. All plate welding shall be seal welded and ground smooth to create a transition between the plate and the existing steel surface.

The interior of the tank shall be abrasive blasted to an SSPC-10 Near-White Metal:

a. Rust-Oleum Industrial

Primer Rust-Oleum W 9200 to a DFT of 5.0-8.0 Mils
White

Intermediate Rust-Oleum W 9200 to a DFT of 5.0-8.0 Mils
Marlin Blue

Finish Rust-Oleum W 9293 to a DFT 5.0-8.0 Mils
White

All weld seams shall receive an additional roll coat to a DFT of 5.0-8.0 Mils
Prior to finish application

Total DFT shall not be less than 15 Mils not including the weld seams which shall be a minimum of 5 mils greater.

The roll coat is to be applied prior to the application of the finish coat. A minimum of one full day (24 hours) shall pass prior to the application of the finish coat.

b. Carboline Co.

Primer	Carboguard 891 VOC to a DFT of 5.0-8.0 mils White
Intermediate	Carboguard 891 VOC to a DFT of 5.0-8.0 mils Gray
Finish Coat	Carboguard 891 VOC to a DFT of 5.0-8.0 mils Gray

All weld seams shall receive an additional roll coat to a DFT of 5.0 mils
Prior to finish application White

Total DFT shall not be less than 15 Mils not including the weld seams which shall be a minimum of 5 mils greater.

The roll coat is to be applied prior to the application of the finish coat. A minimum of one full day (24 hours) shall pass prior to the application of the finish coat.

c. Tnemec Co

Primer	Tnemec Series 20 HS to a DFT of 4.0-6.0 mils White
Intermediate	Tnemec Series 20 HS to a DFT of 4.0-6.0 mils Beige
Finish Coat	Tnemec Series 20 HS to a DFT of 4.0-6.0 mils White

All weld seams shall receive an additional roll coat to a DFT of 5.0 mils
Prior to finish application White

Total DFT shall not be less than 12 Mils not including the weld seams which shall be a minimum of 5 mils greater.

The roll coat is to be applied prior to the application of the finish coat. A minimum of one full day (24 hours) shall pass prior to the application of the finish coat.

Contractor shall provide a holiday free coating system.

All roof rafters, beams, supports, sidewall connections that have not been seal welded shall be sealed with an NSF-61 approved caulking material. To create a smooth unbroken area that cannot be accessed by moisture. All these areas shall be sealed following the application of the finish coat. Once it has cured to a point that it can withstand traffic without causing damage.

SECTION 00013
Stearns Tank
Painting 200,000 Gallon Elevated Tank
GENERAL

Historical overview of the structure:

The tank is a 200,000- gallon tank roughly 142 feet in height to HWL. The applied coatings interior & exterior coatings are failing. Contractors are required to field verify all height and dimensions

It shall be the contractor's responsibility to determine the most appropriate means for applying coatings to the exterior and interior of the tank (*with exception of the specified roll coat to all interior welds*). If tank surfaces are rolled, roller nap inclusions in the coating shall not be allowed. All roller nap and other foreign objects shall be removed (scraped, sanded, ground...) Followed by the application of another coat of finish, primer or both if required. All touched up areas shall color match exactly to the surrounding coatings.

All runs, drips, sags, curtains, etc. shall be brushed out during application or removed (scraped, sanded, ground...) Followed by the application of another coat of finish, primer or both if required. Any and all touched up areas shall color match exactly to the surrounding coatings.

No. Antennas will be removed from the tank prior to or during painting operation

- **Exterior & Interior:**
Clean, paint as specified
- **Grout repair around base of tank:**
Remove and replace all loose or damaged grout around base of tank
- **Provide and install Davit arm manway as specified 28 bolt pattern minimum.(consultant approval)**
- **Cable type safety climbs to all ladders**
- **Repair water level indicator as needed(any or all parts)**
- **New manway gasket and bolts**
- **Provide and install new frost-free roof vent and screening(Consultant approval)**
- **Tune all rods as needed**
- **Remove all through tank fittings in bowl and riser, butt weld new plate steel in place, add tie off points to tank roof near the WLI 4**
- **Add drain holes as needed to balcony floor**
- **Sign/logo shall be replaced as is**
- **Install mixing system as specified.**
- **Permanently mount roof ladder to roof(not around manway)**

Contractor shall place stencil as directed

00013-1C

Tank Exterior: Overcoat Rustoleum Noxyde

100% of the tank exterior shall be High Pressure washed 5000 psi minimum w/ a rotating tip. Injection* of surfactant (**Simple Green 50/50 mix**), to the entire tank surface, followed by a 100% clean water wash.

All rusted areas shall be power hand tooled cleaned to an **SSPC-SP3** and all loose paint scraped. (Cup brushes will not be allowed).

a. A. Rust-Oleum Industrial Noxyde (Spray applied as required by supplier)
All bare steel areas will be primed with

Primer: **Spot Prime: Rust-Oleum ROC Prime 1K Epoxy Primer**

Applied at 2-3 mils DFT per coat to all bare areas requiring spot priming.

Rust-Oleum Mathys Noxyde Elastomeric Coating

Intermediate: 1 coats Noxyde to a DFT of 7 mils min per coat
Gravel gray/ blue gray

Applied at approximately 14 Mils wet to achieve 7 mils DFT

Finish Rust-Oleum 9800 3-5 mils DFT
TBD
DFT shall not be less than 10 mils

Exterior color above. The DFT specified shall be obtained additional coats shall be applied at the contractor's expense, to achieve the specified DFT.

*For tank exterior all steel surfaces shall be cleaned by High Pressure Water Cleaning (HPWC) with a minimum of 5,000 psi with a rotating tip with a standoff distance not greater than 6 inches to the surface, to a condition of SSPC-SP WJ-4, minimum.

- The exterior cleaner/degreaser is required to be applied as directed, cleaner shall be power applied, by water or compressed air(stand- alone compressor)
- No hand, bug, crop, etc. sprayers will not be accepted for application.

Tank Interior:

5. The interior of the tank shall be prepared in accordance with **AWWA D102-97**. The interior shall be solid abrasive blasted and shall be abrasive blasted with a low silica (0.1%) low dust containing material in accordance with **SSPC- SP 10 "Near White Metal Blast Cleaning"**. Once the surface has been prepared, all weld seams shall be investigated. Any welds found to be deficient or that could result in structural failure, or any pits discovered because of surface preparation. Shall be rewelded (followed by grinding of repair to create a flush, consistent surface with the existing steel), pits shall be welded if greater than one half the thickness of the steel wall.

All roof seams that are not seal welded shall be sealed with an approved material that has the elongation factors to compensate for thermal contraction and expansion as weather changes. Backer rod may be utilized in areas larger than 1/4" then filled with material to create a clean continuous seam.

6. 2. As blast cleaning proceeds, it may become necessary to fill some of the deeper pits in the roof, shell, and floor plates as well as angles behind the compression rings and elsewhere as determined by inspector. Pits found one third to two thirds the thickness of the steel shall be filled with a material approved by the Consultant prior to application the filler shall be applied to blast cleaned surfaces and shall be DEVCON plastic steel Mfg. number 10110. Filling shall be neatly trowled into pits and voids and smoothly finished flush with the adjacent surfaces. Painting over of these areas will not be allowed until this material has fully cured. Welding new 1/4 steel plate over the pit may also repair pits. All plate welding shall be seal welded and ground smooth to create a transition between the plate and the existing steel surface.

The interior of the tank shall be abrasive blasted to an SSPC-10 Near-White Metal:

a. Rust-Oleum Industrial

Primer Rust-Oleum W 9200 to a DFT of 5.0-8.0 Mils
White

Intermediate Rust-Oleum W 9200 to a DFT of 5.0-8.0 Mils
Marlin Blue

Finish Rust-Oleum W 9293 to a DFT 5.0-8.0 Mils
White

All weld seams shall receive an additional roll coat to a DFT of 5.0-8.0 Mils
Prior to finish application

Total DFT shall not be less than 15 Mils not including the weld seams which shall be a minimum of 5 mils greater.

The roll coat is to be applied prior to the application of the finish coat. A minimum of one full day (24 hours) shall pass prior to the application of the finish coat.

b. Carboline Co.

Primer	Carboguard 891 VOC to a DFT of 5.0-8.0 mils White
Intermediate	Carboguard 891 VOC to a DFT of 5.0-8.0 mils Gray
Finish Coat	Carboguard 891 VOC to a DFT of 5.0-8.0 mils Gray

All weld seams shall receive an additional roll coat to a DFT of 5.0 mils
Prior to finish application White

Total DFT shall not be less than 15 Mils not including the weld seams which shall be a minimum of 5 mils greater.

The roll coat is to be applied prior to the application of the finish coat. A minimum of one full day (24 hours) shall pass prior to the application of the finish coat.

c. Tnemec Co

Primer	Tnemec Series 20 HS to a DFT of 4.0-6.0 mils White
Intermediate	Tnemec Series 20 HS to a DFT of 4.0-6.0 mils Beige
Finish Coat	Tnemec Series 20 HS to a DFT of 4.0-6.0 mils White

All weld seams shall receive an additional roll coat to a DFT of 5.0 mils
Prior to finish application White

Total DFT shall not be less than 12 Mils not including the weld seams which shall be a minimum of 5 mils greater.

The roll coat is to be applied prior to the application of the finish coat. A minimum of one full day (24 hours) shall pass prior to the application of the finish coat.

Contractor shall provide a holiday free coating system.

All roof rafters, beams, supports, sidewall connections that have not been seal welded shall be sealed with an NSF-61 approved caulking material. To create a smooth unbroken area that cannot be accessed by moisture. All these areas shall be sealed following the application of the finish coat. Once it has cured to a point that it can withstand traffic without causing damage.

Surface Preparation

- 1.1
- a. In all cases, surfaces shall be primed and or treated, as specified the same day they are prepared. A prepared surface, which becomes corroded or contaminated, shall be re-prepared before painting at no additional cost to the OWNER.
 - b. Dust from cleaning operations shall be properly removed by dry methods such as vacuuming or dry air blast, while not reducing the quality of the cleaned surface.
 - c. CONTRACTOR shall always have on the job at least one (1) copy of the latest SSPC pictorial standards, which shall be followed.
 - d. For ferrous metals, surface preparation shall consist of on or more of the methods contained in the methods supplied.
 - e. Abrasives utilized for blasting operations shall contain less than 0.01% free silica during and following blasting operations. Contractor is responsible for all cleanup and removal of blasting media following operations, as well as total removal from Owners' site. Media shall be profiled, and documentation submitted to consultant prior to media leaving site.
 - f. Abrasive shall be of the correct size to create the desired profile from the coatings manufactures data sheet.
 - g. Dust from cleaning operations shall be properly removed by dry methods such as vacuuming or dry air blast, while not reducing the quality of the cleaned surface. CONTRACTOR shall always have on the job at least one (1) copy of the latest SSPC pictorial standards, which shall be followed. For ferrous metals, surface preparation shall consist of one or more of the methods contained in the methods supplied. Abrasives utilized for blasting operations shall contain less than 0.01% free silica during and following blasting operations. Contractor is responsible for all cleanup and removal of blasting media following operations, as well as total removal from Owners' site. Media shall be profiled, and documentation submitted to consultant prior to media leaving site. Abrasive shall be of the correct size to create the desired profile from the coatings manufactures data sheet.

Equipment and Procedures

- 1.2
- a. At least 10 days prior to commencing field painting, the CONTRACTOR shall submit to CONSULTANT for review and acceptance a list of major items of equipment and procedures he proposes for painting.
 - b. The CONTRACTORS procedure for painting shall include the chronological sequence of operations.
 - c. Equipment list shall include make and capacity of compressor, make .
 - d. Compressor shall be capable of delivering a minimum of 100 psi at the nozzle, at maximum working height of tank during blasting operations.

e. Effective oil and water separators, and air driers shall be used in all lines serving spray painting and abrasive blasting operations to remove oil and moisture from the compressed air.

Mixing of Coatings:

- 1.3. Owner shall designate an area where all coatings shall be stored and mixed only. All mixing shall be done over a double tarped area. *Any and all spills shall be reported to the Owner immediately at the time of incidence. Contractor shall bear responsibility, as well as all costs associated with cleanup and removal of any contaminated area (s).*

1.1 Painting

- a. Skilled, experienced painters on properly prepared surfaces shall do all painting. All surfaces, which are not to be coated, shall be protected.
- b. The CONTRACTOR shall be responsible for the compatibility of all paints used in work.

2.2 Ventilation

- a. Ventilation is essential to remove vapors during application and curing of coatings.
- b. Ventilation shall be exhausted from lowest portion of tank with top openings kept clear.
- c. During coating applications the capacity of the ventilating fans shall be at least 400 cfm per gallon of coating applied per hour.
- d. The ventilation requirements are to ensure proper curing of the applied coatings and are not to be taken as requirements to insure worker safety.
- e. Following the application of the final interior coating the tank shall be force ventilated by mechanical means from the lowest possible point for a minimum of 48 hours, ventilation shall be such that it creates a total turn over on the interior of the tank a least once per hour.**

2.3 Quality Assurance

A. Manufacture: Provide products manufactured by the following:

1. Rust-Oleum Industrial **Mark Sholtes 502-451-2226**
2. Carboline **Joel Womack 502-648-7802**
3. Tnemec **Nex Gen TN (interior Coating)**

Alternate products may be considered, Contractor shall submit in writing detailed and all costs associated with evaluation of product by consultant, which may include but not limited to research, and testing by independent laboratories for product performance, and equality of those specified

Only approved thinners from coatings manufacture shall be always used.
*All spills shall be reported to the Owner immediately at the time of incidence.
Contractor shall bear responsibility, as well as all costs associated with
cleanup and removal of any contaminated area (s).*

B. Applicator Qualifications

1. All coatings related work shall be performed only by competent blasters and painters. If workmen exhibit lack of experience, they may not be allowed to work on project. Consultant has final determination on workmen & foreman assigned to project

C. Reference Standards:

1. SSPC or NACE surface preparation standards shall be on-site clearly visible to all workmen.
2. A copy of project specifications shall always be on job site for workmen.

D. Field Quality Control:

Paint film thickness shall be subject to measurement by the Consultant with Dry Mil Gauges, wet film gauge, low or high voltage meter, and/or applicable measuring instruments acceptable to the Consultant. If dry film thickness is found to be less than specified, or coverage is not uniform, the Contractor shall apply additional paint to correct thickness or appearance at no additional cost to the Owner. The crew will always have on site, certificated mil gauges, and environmental monitoring gauges.

E. Compatibility:

1. The Contractor shall be responsible for the compatibility of all paints used in the Work. A compatible paint will be considered a paint which precludes adverse effects related to bonding, drying delamination, scaling, lifting, and bleeding.
2. In cases where shop-applied primers and coatings on materials and equipment furnished by suppliers are products different from those described in the Specifications, the Contractor shall verify compatibility with the specified field-applied coating system.
3. Where thinning is necessary, only the products of the manufacturer furnishing the paint, and products for thinning purposes only, will be allowed.
4. Contractor to complete Holiday Detection, for interior wetted surfaces, in accordance with NACE International RPO188. Three copies of the results, noting any deficiencies, shall be transmitted to the Engineer/Consultant

E. Thickness and Spreading Rates:

1. Minimum dry mil thickness per coat (MDMTPC) and/or spreading rates in square feet per gallon shall be governed by the manufacturer's current data sheets or literature containing recommendations or instructions regarding these values. These recommended dry mil thickness and/or spreading rate values will be considered requirements to be met same as if set out herein these Specifications and Contract Documents and must be included with material list submittals before consultant grants approval to use any paint materials. Do not exceed manufacturer's recommended coverage rates.
2. The number of coats to be applied are specified herein and shall govern. Where the total dry film thickness is specified, this thickness shall govern over the MDMTPC
3. Contractor to complete Holiday Detection, for interior wetted surfaces, in accordance with NACE International RPO188. Three copies of the results, noting any deficiencies, shall be transmitted to the Engineer/Consultant

2.4 Submittals:

Copy of manufactures technical information for coatings used on project. Shipping list with batch numbers for all coatings and thinners as well as shelf life delivered to site. MSDS sheets for all products on site shall always be on site .

- A. Manufacturer Name:
- B. Materials List:
 1. Before any materials are delivered to the job site, submit to the Consultant a complete list of all materials proposed to be furnished including quantities, types, and descriptions of paint for each part of the project. Material list shall refer to the specified paint systems and the paint schedule for each paint product proposed to be used. In cases where paint materials other than those described in the Specifications are proposed, a materials list will not be considered as acceptance of such substitute materials; further data will be required as specified herein.
 2. Two (2) copies of the full range of colors available in each of the proposed products shall be submitted with the materials list.
- C. Manufacturer's Data: In any case where material is of manufacturer other than that listed as an Acceptable Manufacturer's (Article 1.10), the Contractor shall submit the following data to the Engineer for review prior to placing the material order:
 1. Example of past performance of paints under similar conditions (case histories).
 2. Types of paint.
 3. Percentage of solids by volume.
 4. Recommended usage.
 5. Current recommended method of application published by manufacturer (Data Sheet and Material Safety Data Sheets).

6. Paint manufacturer's certificate for each coating proposed for use attesting that the coatings meet the specifications in this Section and are proper for the proposed application
 7. Paint manufacturer's specifications and data sheets and application instructions for each coating proposed for use on the interior and exterior of the tank including the coating for the logo/emblem.
- D. Color Samples:
1. Where standard stock chart colors are not satisfactory, furnish color samples. All tinting and matching shall be the satisfaction of the Consultant.
 2. Color samples shall be provided to the Consultant.
- E. Experience Records: *This is done during bidding
1. Shortly after the award of the Contract, the Contractor shall submit experience records of the paint applicator and that of the paint manufacturer.
 2. The Contractor shall submit a list of not less than five (5) utility or industrial installations which he has painted during the last five (5) years. This list shall include the names of the owners, the installations painted, responsible officials, and architects or engineers of record for the project.
 3. Applicators and/or manufacturers whose submissions indicate, in the judgment of the Consultant, that they have not had the experiences required to perform the Work will not be acceptable.

2.5 Product Delivery, Storage and Handling:

- A.** Deliver all materials to job site in original, **new**, unopened containers. Bearing the manufactures name and label.

1. Name of material
2. Manufactures Stock number and date of manufacture
3. Manufactures name
4. Contents by volume
5. thinning instructions
6. Application instructions
7. Color name and number

B. Storage of materials:

1. Store only acceptable project materials on project site
2. Store according to manufactures recommendation
3. Comply with all State and Federal health and fire hazard regulations.
4. *MSDS sheets shall always be in a bound set on jobsite , available to emergency personnel if required*

2.6 Environmental Requirements for application of coatings:

The crew will always have on site, certificated mil gauges, and environmental monitoring gauges.

1. Apply paints only when temperature of surfaces to be painted and surrounding air temps are between 55- and 90-degrees Fahrenheit unless otherwise permitted by paint manufactures printed instructions.
2. Application of coatings will not be permitted in snow, rain, fog, mist or when the relative humidity exceeds 85%; or when the surface temp of substrate is less than 5 degrees Fahrenheit above the dew point; or to damp or wet surfaces.
3. Painting will not be allowed during periods of inclement weather.
4. All paint shall be applied under favorable conditions by skilled painters and shall be brushed or rolled out carefully to a smooth, even coating without runs or sags. All coatings related work shall be performed only by competent blasters and painters. If workmen exhibit lack of experience, they may not be allowed to work on project. Consultant has final determination on workmen & foreman assigned to project. SSPC or NACE surface preparation standards shall be on-site clearly
5. The Contractor shall not only protect his work at all times but shall also protect all adjacent work and materials. Upon completion of the work, he shall clean up all paint spots, oil, and stains from floors, glass, hardware, and similar finished items.
6. The CONTRACTOR always shall provide adequate illumination in areas where painting operations are in progress. **Lighting shall be OSHA approved and explosion proof.**

3.1 Disinfection: C652-19

After curing at least, the minimum number of days required by the paint manufacture, the CONTRACTOR shall wash the Head tank interior with an adequate volume of water to thoroughly wet all the interior surfaces including those above the high-water level. All water will be removed and disposed of in accordance with approved regulations.

1. It is the CONTRACTORS responsibility after washing and curing to completely disinfect the interior portion of the tank, AWWA C652-19 Method 2 **ONLY**. If acceptable to KY Division of Water, If not acceptable then method 1 or 3 shall be used at no additional expense to owner. The Owner shall take and send water samples to the laboratory but shall assume no responsibility for the sampling technique or the care of the samples. The stored tank water shall comply with Current STATE, USEPA, and AWWA standards for organic, inorganic, and biological contaminants as influenced by the operations of the CONTRACTOR.

3.2 Warranty:

CONTRACTOR shall provide a two-(2) year minimum warranty on all aspects of work performed on project. A Third-Party firm designated by the owner shall conduct warranty inspection prior to end of warranty. Any deficiencies shall be corrected at no cost to the owner; all costs for repair shall be incurred by the contractor and shall include the use of outside inspection personnel to verify to owner that repair work has been completed as needed. The owner shall hold at their discretion a 5 % retainage until after the warranty inspection and any repair work has been completed. If warranty has not been completed or is not performed the OWNER following the warranty period shall pay the 5 % retainage to contractor. Retainage shall not bear any interest for the time.

Section 00014
SSPC SURFACE PREPARATION STANDARDS

LEFT BLANK

00014-0

Surface Preparation Standards

National Association of Corrosion Engineers (NACE)
Steel Structures Painting Council (SSPC)
Swedish Standards (Sa, St)

National Association of Corrosion Engineers (NACE)

NACE 1 White Metal Blast Cleaning
NACE 2 Near-White Blast Cleaning
NACE 3 Commercial Blast Cleaning

Steel Structures Painting Council (SSPC)

SP-1 Solvent Cleaning
SP-2 Hand Tool Cleaning
SP-3 Power Tool Cleaning
SP-4 Flame Cleaning
SP-5 White Metal Blast Cleaning
SP-6 Commercial Blast Cleaning
SP-7 Brush-Off Blast Cleaning
SP-8 Pickling
SP-9 Weathering Followed By Blast Cleaning
SP-10 Near-White Blast Cleaning

Swedish Standard (St, Sa)

St 2 Hand Tool Cleaning
St 3 Power Tool Cleaning
Sa 1 Brush-Off Blast Cleaning
Sa 2 Commercial Blast Cleaning
Sa 2 1/2 Near-White Blast Cleaning
Sa 3 White Metal Blast Cleaning

SSPC-SP-1

Solvent Cleaning - Removal of all detrimental foreign matter such as oil, grease, dirt, soil, salts, drawing and cutting compounds, and other contaminants from steel surfaces by the use of solvents, emulsions, cleaning compounds, steam or other similar materials and methods which involve a solvent or cleaning action.

SSPC-SP-2

St 2

Hand Tool Cleaning - Removal of all rust scale, mill scale, loose rust and loose paint to the degree specified by hand wire brushing, hand sanding, hand scraping, hand chipping or other hand impact tools or by a combination of these methods. The substrate should have a faint metallic sheen and also be free of oil, grease, dust, soil, salts and other contaminants.

SSPC-SP-3

St 3

Power Tool Cleaning - Removal of all rust scale, mill scale, loose paint, and loose rust to the degree specified by power wire brushes, power impact tools, power grinders, power sanders or by a combination of these methods. The substrate should have a pronounced metallic sheen and be free of oil, grease, dirt, soil, salts, and other contaminants. Surface should not be buffed or polished smooth.

SSPC-SP-4 (No Longer used)

Flame Cleaning - Removal of all loose scale, rust and other detrimental foreign matter by passing high temperature, high velocity oxy-acetylene flames over the entire surface, followed by wire brushing. Surface should also be free of oil, grease, dirt, soil, salts and other contaminants.

SSPC-SP-5

Sa 3

NACE 1

White Metal Blast Cleaning - Removal of all mill scale, rust, rust scale, paint or foreign matter by the use of abrasives propelled through nozzles or by centrifugal wheels. A White Metal Blast Cleaned Surface Finish is defined as a surface with a gray-white, uniform metallic color, slightly roughened to form a suitable anchor pattern for coatings. The surface, when viewed without magnification, shall be free of all oil, grease, dirt, visible mill scale, rust, corrosion products, oxides, paint, or any other foreign matter.

SSPC-SP6

Sa 2

NACE 3

Commercial Blast Cleaning - Removal of mill scale, rust, rust scale, paint or foreign matter by the use of abrasives propelled through nozzles or by centrifugal wheels, to the degree specified. A Commercial Blast Cleaned Surface Finish is defined as one: from which all oil, grease, dirt, rust scale and foreign matter have been completely removed from the surface. And all rust, mill scale and old paint have been completely removed except for slight shadows, streaks, or discoloration's caused by rust stain, mill scale oxides or slight, tight residues of paint or coating that may remain; if the surface is pitted, slight residues of rust or paint may be found in the bottom of pits; at least two-thirds of each square inch of surface area shall be free of all visible residues and the remainder shall be limited to the light discoloration, slight staining or tight residues mentioned above.

SSPC-SP-7

Sa 1

Brush-Off Blast Cleaning - Removal of loose mill scale, loose rust, and loose paint, to the degree hereafter specified, by the impact of abrasive propelled through nozzles or by centrifugal wheels. It is not intended that the surface shall be free of all mill scale, rust, and paint. The remaining mill scale, rust, and paint should be tight, and the surface should be sufficiently abraded to provide good adhesion and bonding of paint. A Brush-Off Blast Cleaned Surface Finish is defined as one from which all oil, grease, dirt, rust scale, loose mill scale, loose rust and loose paint or coatings are removed completely but tight mill scale and tightly adhered rust, paint and coatings are permitted to remain provided that all mill scale and rust have been exposed to the abrasive blast pattern sufficiently to expose numerous flecks of the underlying metal uniformly distributed over the entire surface.

SSPC-SP-8

Pickling - Removal of all mill scale, rust and rust scale by chemical reaction, or by electrolysis, or by both. It is intended that the pickled surface shall be completely free of all scale, rust, and foreign matter. Furthermore, the surface shall be free of unreacted or harmful acid or alkali, or smut.

SSPC-SP-9

Weathering Followed By Blast Cleaning - Weathering to remove all or part of the mill scale followed by one of the blast cleaning standards.

SSPC-SP-10

Sa 2-1/2

NACE 2

Near-White Blast Cleaning - Removal of nearly all mill scale, rust, rust scale, paint, or foreign matter by the use of abrasives propelled through nozzles or by centrifugal wheels, to the degree hereafter specified. A Near-White Blast Cleaned Surface Finish is defined as one from which all oil, grease, dirt, mill scale, rust, corrosion products, oxides, paint or other foreign matter have been completely removed from the surface except for very light shadows, very slight streaks or slight discolorations caused by rust stain, mill scale oxides, or light, tight residues of paint or coating that may remain. At least 95 percent of each square inch of surface area shall be free of all visible residues, and the remainder shall be limited to the light discoloration mentioned above.

00014-4

End of Section

**Section 15
Stencil**

Stencil for North facing leg or near manway if
ground/standpipe tank

Stencil shall be painted in place in black block lettering of the same finish coating from same manufacture as coatings used on structure, stencil shall be submitted for review by Consultant & Owner for approval.

Stencil shall be a minimum of 12”x 14” submit for review to Consultant

Contractor Name: XXXXXXXXXXXXXXXXXXXXXXX

Consultant Name: Wet or Dry Tank Inspection

Year Painted: 00-00-2022

Coatings used: xxxxxxxxxxxxxxxxxxxxx

Exterior:

Prep:

Exterior:

Stencil Template

Contractor Name: XXXXXXXXXXXXXXXXXXXXXXXX

Consultant Name: Wet or Dry Tank Inspection

Year Painted: 00-00-2022

Coatings used:

Exterior:XXXXXXXXXXXXXXXXXX

Prep:

Exterior:

**Section 16
RED VALVE MIXING SYSTEM**

Owner has purchased valves.

All accessories for the Hydrodynamic Mixing system with the exception of the Duckbill Valves may be supplied by the contractor. All items must be submitted to consultant for review. It is the intent that steel piping shall be used for this project

1.0 General

1.1 The specifications in this section include components of the Reservoir Hydrodynamic Mixing System with the exception of the individual Variable Orifice Duckbill Check Valves.

11269.1	Series TF-2 Tideflex Check
11269.2	Series TF-1 Tideflex Check Valve
11269.3	Series 35 Tideflex Check Valve
11269.4	Series 351 Tideflex Check Valve
11269.5	Series 37 Tideflex Check Valve
11269.6	Series 37G Tideflex Check Valve
11269.7	Series 39 Tideflex Check Valve
11269.8	Series WF-3 Waterflex Check Valve

1.2 The Hydrodynamic Mixing System Valves shall be supplied by the Duckbill Check Valve Manufacturer. Approved manufacturer is Red Valve Company, Inc.

2.0 Referenced Standards

American National Standards Institute (ANSI)

B16.1 – Cast Iron Pipe Flanges and Flanged Fittings

B16.5 – Pipe Flanges and Flanged Fittings

B36.10 – American National Standard Weights and Dimensions of Welded and Seamless Wrought Steel Pipe

American Society for Testing and Materials (ASTM)

A53 – Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless

A234 – Standard Specification for Piping Fittings of Wrought Carbon Steel and Alloy Steel for Moderate and High Temperature Service

A351 – Standard Specification for Castings, Austenitic, Austenitic-Ferritic (Duplex), for Pressure-Containing Parts

A536 – Standard Specification for Ductile Iron Castings

C110 – Ductile Iron and Gray-Iron Fittings, 3 In. through 48 In. for Water

D1330 – Standard Specification for Rubber-Sheet Gaskets

D1784 – PVC/CPVC Pipe Compounds

D1785 – PVC Pipe, Schedules 40, 80 & 120

D2466 – PVC Solvent Cement

D2855 – PVC Solvent Joints

D3261 – Butt Heat Fusion Polyethylene (PE) Plastic Fittings for Polyethylene (PE) Plastic Pipe and Fittings

D3915 – PVC Pipe Fitting Compounds

American Iron and Steel Institute (AISI)

AISI 304 – 304 Stainless Steel Plate

AISI 316 – 316 Stainless Steel Plate

AISI 1040 – Carbon Steel Plate

American Water Works Association (AWWA)

C110 – Ductile-Iron and Gray-Iron Fittings, 3 In. through 48 In. for Water

C200 - AWWA Standard for Steel Water Pipe 6” and Larger

C207 – Standard for Steel Pipe Flanges for Waterworks Service – Size 4 In. to 144 In.

C220 – AWWA Standard for Stainless Steel Pipe, 4” and Larger

C900 – AWWA Standard for Polyvinyl Chloride (PVC) Pressure Pipe, 4 In. Through 12 In. for Water Distribution

C905 – AWWA Standard for Polyvinyl Chloride (PVC) Pressure Pipe and Fabricated Fittings, 14 In Through 48 In. for Water Transmission and Distribution

C906 – AWWA Standard for Polyethylene (PE) Pressure Pipe and Fittings, 4 In Through 63 In. for Water Distribution

National Sanitation Foundation (NSF)

NSF Standard 14 – Plastic Piping System Components and Related Materials

NSF Standard 61 – Drinking Water System Components – Health Effects

3.0 Polyvinyl Chloride (PVC) Pipe and Fittings

- 3.1 All PVC pipe and PVC fittings shall be a minimum schedule 40.
- 3.2 PVC pipe and fittings shall conform to AWWA C900/C905 and be NSF61 approved for potable water.
- 3.3 PVC pipe compounds shall be in accordance with the standards listed in the section Referenced Standards.
- 3.4 PVC solvent and solvent joints shall be in accordance with the standards listed in section Referenced Standards.
- 3.5 Field solvent welding will not be allowed unless approved by the Consultant
- 3.6 All pipe joints that are to be field connected shall be PVC Van Stone type flanges. Flange drilling to be in accordance with ANSI B16.1/B16.5.

- 3.7 All fittings shall have the same pressure rating as the pipe unless otherwise noted.

4.0 High Density Polyethylene (HDPE) Pipe and Fittings

- 4.1 2 Inches and Smaller –Pipe shall be manufactured from a PE 3408 resin listed with the Plastic Pipe Institute (PPI) as TR-4. The resin material will meet the specifications of ASTM D3350-99 with a cell classification of PE:345464C. Pipe shall have a manufacturing standard of ASTM D2737 (CTS). Pipe shall be DR 9 (200psi WPR) unless otherwise specified on the plans. The pipe shall contain no recycled compounds except that generated in the manufacturer's own plant from resin of the same specification from the same raw material. All pipes shall be suitable for use as pressure conduits, and per AWWA C901, have nominal burst values of three times the Working Pressure Rating (WPR) of the pipe. Pipe shall also have the following agency listing of NSF 14.
- 4.2 4 Inches and Larger - Pipe shall be manufactured from a PE 3408 resin listed with the Plastic Pipe Institute (PPI) as TR-4. The resin material will meet the specifications of ASTM D3350 with a cell classification of PE:345464C. Pipe shall have a manufacturing standard of ASTM F714. Pipe O.D. sizes 4" to 24" shall be available in both steel pipe sizes (IPS) and ductile iron pipe sizes (DIPS). Pipe O.D. sizes 26" to 54" shall be available in steel pipe sizes (IPS). Pipe shall be DR 17 (100psi WPR) for pipe sizes up to 36" unless otherwise specified on the plans. The pipe shall contain no recycled compounds except that generated in the manufacturer's own plant from resin of the same specification from the same raw material. All pipes shall be suitable for use as pressure conduits, listed as NSF 14, and per AWWA C906 Pressure Class (PC) 100 have a nominal burst value of three and one-half times the Working Pressure Rating (WPR) of the pipe.
- 4.3 Pipe fittings and flanged connections, to be joined by thermal butt-fusion, shall be of the same type, grade, and class of polyethylene compound and supplied from the same raw material supplier.
- 4.4 Sidewall fusions for connections to outlet piping shall be performed in accordance with HDPE pipe and fitting manufacturer's specifications. The heating irons used for sidewall fusion shall have an inside diameter equal to the outside diameter of the HDPE pipe being fused. The size of the heating iron shall be ¼ inch larger than the size of the outlet branch being fused.
- 4.5 Field fusion welding will not be allowed unless specified or approved by the Consultant.

- 4.6 Socket fusion, hot gas fusion, threading, solvents, and epoxies will not be used to join HDPE pipe.
- 4.7 Butt Fusion Fittings - Fittings shall be PE3408 HDPE, Cell Classification of 345464C as determined by ASTM D3350-99, and approved for AWWA use. Butt Fusion Fittings shall have a manufacturing standard of ASTM D3261. Molded & fabricated fittings shall have a pressure rating equal to the pipe unless otherwise specified in the plans. Fabricated fittings are to be manufactured using Data Loggers. Temperature, fusion pressure and a graphic representation of the fusion cycle shall be part of the quality control records. All fittings shall be suitable for use as pressure conduits, and per AWWA C906, have nominal burst values of three and one-half times the Working Pressure Rating (WPR) of the fitting.
- 4.8 Electro fusion Fittings - Fittings shall be PE3408 HDPE, Cell Classification of 345464C as determined by ASTM D3350-99. Electro fusion Fittings shall have a manufacturing standard of ASTM F1055. Fittings shall have a pressure rating equal to the pipe unless otherwise specified on the plans. All electro fusion fittings shall be suitable for use as pressure conduits, and per AWWA C906, have nominal burst values of three and one-half times the Working Pressure Rating (WPR) of the fitting.
- 4.9 Flanged pipe sections for mechanical joining shall be comprised of HDPE flange adapters and Ductile Iron slip-on backup rings. Flange adapters shall conform to PE 3408 HDPE, Cell Classification 345464C as determined by ASTM D3350-99. Ductile Iron slip-on backup rings shall conform to ASTM A536-84.
- 4.10 Flanged pipe sections for mechanical joining shall be comprised of HDPE flange adapters and Ductile Iron Glass Reinforced Polypropylene Encapsulated slip-on backup rings. Flange adapters shall conform to PE 3408 HDPE, Cell Classification 345464C as determined by ASTM D3350-99. Ductile Iron slip-on backup rings shall conform to ASTM A536-84 and be encapsulated with glass reinforced polypropylene.
- 4.11 Flanged pipe sections for mechanical joining shall be comprised of HDPE flange adapters and Stainless Steel 316 slip-on backup rings. Flange adapters shall conform to PE 3408 HDPE, Cell Classification 345464C as determined by ASTM D3350-99. Stainless Steel 316 slip-on backup rings shall conform to ASTM A351CF8M.

5.0 Carbon Steel Pipe and Fittings

- 5.1 Carbon steel pipe and fittings shall conform to the associated standards listed in the section Reference Standards.

- 5.2 Dimensions for carbon steel fittings shall conform to AWWA C110, unless otherwise specified.
- 5.3 Wall thickness for carbon steel pipe and fittings shall be specified by Schedule conforming to ANSI B36.10-1985.
- 5.4 Wall thickness and dimensions of carbon steel tubing shall be given in exact dimensions in fractions of an inch, not by gage number.
- 5.5 All flanges shall be carbon steel ring flanges conforming to AWWA C207 Class D. Flange drilling pattern shall be in accordance with ANSI B16.1/B16.5 standards.
- 5.6 Ring flanges shall be continuously welded on both sides.
- 5.7 Welding of carbon steel pipe and fittings shall be in accordance with the Reference standards.
- 5.8 All butt welds shall be fully penetrated with gas shielding to the interior and exterior of the joint.
- 5.9 Welded cross-sections shall have a thickness equal to or greater than the welded material.
- 5.10 Field welding of carbon steel pipe and fittings will not be allowed unless approved by the Consultant.
- 5.11 All welded joints shall be free of sharp edges and burrs.
- 5.12 Coating of the inside of carbon steel pipe and fittings is not required, unless otherwise specified.
- 5.13 Coating of the outside of carbon steel pipe and fittings shall be performed in the field, by the contractor, following installation of the manifold piping system. Surface preparation and coating procedures shall be in accordance with standards listed in Coatings specification.

6.0 Flange Gaskets

- 6.1 Flange gaskets shall be full-faced and shall be in accordance with ASTM D1330.
- 6.2 Flange gasket drilling pattern shall conform to ANSI B16.1/B16.5.
- 6.3 Flange gaskets shall be 1/16" thick for flanges up to 14" diameter. 1/8" thick gaskets shall be provided for flanges over 14" diameter.
- 6.4 Gasket material shall be EPDM.

7.0 Fasteners

- 7.1 Hex head bolts and nuts shall be carbon steel conforming to ANSI/ASME B18.2.1 and ANSI/ASME B18.2.2.
- 7.2 Hex head bolts and nuts shall be stainless steel 304 conforming to ANSI/ASME B18.2.1 and ANSI/ASME B18.2.2.
- 7.3 Hex head bolts and nuts shall be stainless steel 316 conforming to ANSI/ASME B18.2.1 and ANSI/ASME B18.2.2.

8.0 Vertical Piping Support Brackets (Adjustable)

- 8.1 All components of the bracket assembly shall be carbon steel in accordance with the associated standards.
- 8.2 All components of the bracket assembly shall be stainless steel 304 in accordance with the associated standards.
- 8.3 The bracket assembly shall provide a minimum of 2" of lateral adjustment for alignment of the vertical pipe section with the connection to the lateral piping and/or tank penetration.
- 8.4 The bracket assemblies shall consist of two weldments:
 - 8.4.1 A base plate weldment that consists of a base plate with a center-located tubular guide.
 - 8.4.2 A top-works weldment that consists of a support plate formed to provide 120° contact area with the pipe, and a center-located pipe stub welded to the bottom of the support plate. U-bolt(s) and hex nuts are provided with the top-works.
 - 8.4.3 The pipe stub shall be inserted into the tubular guide of the base plate weldment during installation of the assemblies.
- 8.5 The base plate weldment shall be anchored to the concrete shell with stud type expansion anchors, the pull-out rating of the combined anchors shall be a minimum of 10 times greater than the static weight of the vertical pipe section.
- 8.6 The base plate of the base plate weldment shall be field welded to the tank shell. The location of the base plate shall avoid welded joints and rivets in the tank shell.

- 8.7 A 1/8" thick EPDM strip with a length equivalent to the circumferential support length of the support plate shall be placed between the pipe and the pipe supports.
- 8.8 The base plate weldment and top-works weldment shall be joined by field welding following proper horizontal adjustment of the assembly.

9.0 Horizontal Piping Support Brackets (Adjustable)

- 9.1 All components of the bracket assembly shall be carbon steel in accordance with the associated standards.
- 9.2 All components of the bracket assembly shall be stainless steel 304 in accordance with the associated standards.
- 9.3 The bracket assembly shall provide a minimum of 2" of vertical adjustment for alignment of the horizontal pipe section with reservoir floor.
- 9.4 The bracket assemblies shall consist of two weldments:
 - 9.4.1 A base plate weldment that consists of a base plate with a center-located tubular guide.
 - 9.4.2 A top-works weldment that consists of a support plate formed to provide 120° contact area with the pipe, and a center-located pipe stub welded to the bottom of the support plate. U-bolt(s) and hex nuts are provided with the top-works.
 - 9.4.3 The pipe stub shall be inserted into the tubular guide of the base plate weldment during installation of the assemblies.
- 9.5 The base plate weldment shall be anchored to the concrete floor with stud type expansion anchors, the pull-out rating of the combined anchors shall be a minimum of 10 times greater than the static weight of the vertical pipe section.
- 9.6 The base plate of the base plate weldment shall be field welded to the tank floor. The location of the base plate shall avoid welded joints in the tank floor.
- 9.7 A 1/8" thick EPDM strip with a length equivalent to the circumferential support length of the support plate shall be placed between the pipe and pipe supports.
- 9.8 The base plate weldment and top-works weldment shall be joined by field welding following proper vertical adjustment of the assembly.

10.0 Vertical Pipe Supports (Non-Adjustable)

- 10.1 Non-adjustable vertical pipe supports consist of a piece of pipe approximately 1/3 the riser diameter to be welded between the riser and tank shell. Alternatively, two carbon steel angle irons welded between the vertical riser and the tank shell.
- 10.2 The angle irons shall be field cut and welded in place at 45° angles on each side of the vertical pipe centerline. The included angle between the angle irons shall be 90°.
- 10.3 The location of the pipe supports (pipe or angle irons) shall avoid welded joints and rivets in the tank shell.

11.0 Coatings

- 11.1 Following installation of the manifold system, all carbon steel and ductile iron pipe, fittings, bolted connections, pipe supports, and appurtenances shall be coated according to the interior tank paint specification as specified by the Consultant.
- 11.2 Surface preparation and coating procedures shall be provided by the Consultant and the paint supplier.

12.0 Delivery, Storage, and Material Handling

- 12.1 Individual duckbill valves shall be packaged separately from the piping equipment.
- 12.2 All flanges shall be protected by using plastic inserts or plank wood; pipe sections are to be fully supported to prevent pipe deflection or damage to fittings or connections.
- 12.3 All equipment shall be shipped on pallets capable of fully supporting the pipe sections across their entire length. Pallets should be accessible for fork lift transport or strap and hoist means without causing any load to the pipe equipment.
- 12.4 All stainless steel components shall be stored separately away from any carbon steel components or other materials which could stain or deface the stainless steel finish from run-off of oxidized ferrous materials.
- 12.5 All pipe equipment should be covered and stored in areas free from contact with construction site sediment erosion to prevent accumulation of materials within the pipe and fittings.

- 12.6 Duckbill valves should be protected from contact with rigid objects during handling and storage. The contractor shall be responsible for replacing any duckbill valves or elastomer components which are damaged after arrival on the site through installation and start-up of the system.

13.0 Submittals

13.1 System Installation Drawings

- 13.1.1 The duckbill valve manufacturer shall be responsible for providing engineering installation drawings of the complete manifold piping system as supplied by the manufacturer. These drawings shall include plan view piping arrangement, sections and elevations as required, support bracket installation details, duckbill valve orientation details, and all dimensions required for locating the system within the specified dimensions of the tank.
- 13.1.2 Drawings shall be a minimum of 11 x 17 inches.
- 13.1.3 Six (6) sets of plans shall be provided to the Consultant for review and approval.
- 13.1.4 Two (2) sets of final fabrication and installation drawings shall be included with the shipment of the manifold piping equipment.

13.2 Installation, Operation and Maintenance Manuals

- 13.2.1 Within 30 days of final approval of the installation drawings, by the Consultant, the duckbill valve manufacturer shall provide four (4) sets of the installation portion of the Installation, Operation and Maintenance (IOM) Manuals for the applicable system. Within 30 days of final approval, by the Consultant, of the installed system the manufacturer shall provide six (6) copies of the complete Installation, Operation and Maintenance (IOM) Manual for final review and approval.
- 13.2.2 The manuals shall be in the following format and include the listed required information as a minimum:
- Enclosed in a 3-ring binder with project title and system designation shown on the front cover and side binder.
 - Table of contents with separation tabs.
 - Copy of hydraulic calculations for the manifold system (as developed by the manufacturer).
 - Copy of complete set of installation plans.
 - Parts and equipment list with specification numbers for ordering of replacement parts.
 - Product specification sheets for duckbill valves, expansion joints, concrete anchors, and any other specialized items supplied with the system.
 - Installation guidelines for the manifold system and individual duckbill valves.

Operational procedures for the manifold system

- Guidelines for repair of system components.

- Schedule for suggested periodic maintenance of the manifold system.

14.0 Installation

14.1 Installation of the manifold system shall be in accordance with the guidelines provided by the duckbill valve manufacturer as specified in the installation section of the IOM manual. Refer to section on Submittals for quantities and delivery schedules of the documents.

15.0 Start-Up and Testing Procedures

15.1 Leveling of Lateral Piping

- 15.1.1 The centerline elevation of all lateral distribution piping shall be installed at the same elevation across the entire system unless eccentric reducers are utilized then the governing elevation point shall be the bottom invert of the pipes
- 15.1.2 The Contractor shall be responsible for providing a leveling instrument during installation of the piping for maintaining manifold pipe constant elevation as specified on the installation drawings.
- 15.1.3 The elevation variance shall not exceed +/- 1" difference of the specified elevation on the installation drawings.

15.2 Start-Up Flow Testing

- 15.2.1 Following installation of the complete manifold piping system, the contractor shall open the upstream isolation valve to allow flow into the tank through the manifold system. The isolation valve must be opened slowly to prevent surge or over-pressurization of the manifold system. The isolation valve must be fully opened to inspect the flow characteristics manifold system.
- 15.2.2 The contractor shall visually inspect the entire piping system for leakage.
- 15.2.3 The contractor shall visually inspect all of the inlet duckbill valves to ensure flow is being discharged into the tank through all duckbill valves.

Spare Parts

15.3 Spare parts are not required, unless otherwise specified.

16.0 Warranty

16.1 The complete manifold piping system shall be supplied by the duckbill valve manufacturer to maintain single source responsibility for the system. The complete system shall be defined as all piping and appurtenances within the tank downstream of the tank penetration. Appurtenances include pipe, fittings, horizontal and vertical pipe supports, expansion joints, duckbill valves, and any other equipment specified within this section of the specifications.

16.2 All piping, pipe support brackets, joint connections, expansion joints, and anchors shall be warranted by the duckbill valve manufacturer against failure under design conditions for a period on one (1) year from the date of final installation approval by the Consultant.

16.3 Duckbill Valves shall be warranted by the manufacturer against failure under design operating conditions for a period of one (1) year from the date of final installation approval by the Consultant. Elastomer components damaged as a result of maintenance activities, foreign debris, or excessive exposure to direct ultraviolet and thermal radiation shall be excluded warranted coverage.

SERIES WF-3 WATERFLEX CHECK VALVES

PART 1 GENERAL

1.01 SUBMITTALS

- A. Submit product literature that includes information on the performance and operation of the valve, materials of construction, dimensions and weights, elastomer characteristics, headloss and flow data, and pressure ratings.
- B. Upon request, provide shop drawings that clearly identify the valve dimensions.

1.02 QUALITY ASSURANCE

- A. Supplier shall have at least ten (15) years experience in the manufacture of "duckbill" style elastomeric check valves.

PART 2 PRODUCTS

2.01 WATERFLEX WF-3 CHECK VALVES

- A. The perforated disc shall be fabricated of stainless steel plate with welded support gussets. The disc shall be flanged and drilled to mate with ANSI B16.1, Class 125/ ANSI B16.5 Class 150 flanges. The disc shall have three (3) tapped holes used for fastening the membrane and support rod to the disc with stainless steel bolts, nuts, and lock washers. The top of the disc shall be tapped and supplied with lifting eyebolt for installation.
- B. The Waterflex membrane shall be circular, one piece rubber construction with fabric reinforcement. The diameter of the membrane shall allow adequate clearance between the membrane O.D. and the pipe I.D. The membrane shall be vulcanized with a specified convex radius to produce a compression set to allow the membrane to seal against the perforated disc at low reverse differential pressure.
- C. The support rod shall be stainless steel and drilled with three (3) longitudinal holes to allow fastening of rod to membrane and perforated disc.
- D. Manufacturer must have available flow test data from an accredited hydraulics laboratory to confirm pressure drop data. Company name and location shall be vulcanized on the membrane. Valves are to be manufactured in the USA.

2.02 FUNCTION

- A. When line pressure inside the valve exceeds the backpressure outside the valve, the line pressure forces the membrane to open, allowing flow to pass thru the perforations in the disc. When backpressure exceeds the line pressure, the membrane seats on the perforated disc preventing backflow.

2.03 MANUFACTURER

- A. All valves shall be of the Series WF-3 as manufactured by the Red Valve Co., Inc. of Carnegie, PA 15106 or approved equal.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Valve shall be installed in accordance with manufacturers written Installation and Operation Manual and approved submittals.

3.02 MANUFACTURER'S CUSTOMER SERVICE

- A. Manufacturer's authorized representative shall be available for customer service during installation and start-up, and to train personnel in the operation, maintenance and troubleshooting of the valve.
- B. Manufacturer shall also make customer service available directly from the factory in addition to authorized representatives for assistance during installation and start-up, and to train personnel in the operation, maintenance and troubleshooting of the valve.

SERIES 37 FLANGED IN-LINE CHECK VALVES WITH RETAINING RING

PART 1 GENERAL

1.01 SUBMITTALS

- A. Submit product literature that includes information on the performance and operation of the valve, materials of construction, dimensions and weights, elastomer characteristics, headloss and flow data, and pressure ratings.
- B. Upon request, provide shop drawings that clearly identify the valve dimensions.

1.02 QUALITY ASSURANCE

- A. Supplier shall have at least fifteen (15) years experience in the manufacture of "duckbill" style elastomeric valves, and shall provide references and a list of installations upon request.

- B. Manufacturer shall have performed hydraulic tests on valves through 48" for flow capacity, headloss, and jet velocity at an accredited flow laboratory. Manufacturer shall provide test data upon request.
- C. Upon request, manufacturer shall provide installation data for existing valves of similar size and type to the project scope.

PART 2 PRODUCTS

2.01 "DUCKBILL" ELASTOMERIC CHECK VALVES

- A. Duckbill Check Valves are to be all rubber and the flow operated check type with a flanged end connection. The port area shall contour down to a duckbill, which shall allow passage of flow in one direction while preventing reverse flow. The flange and flexible duckbill sleeve shall be one piece rubber construction fabricated of NSF61 approved elastomers with nylon reinforcement.
- B. The flange drilling shall conform to ANSI B16.1 Class 125/ANSI B16.5 Class 150 standards. The valve shall be furnished with stainless steel back-up rings for installation.
- C. Company name, plant location, valve size and serial number shall be bonded to the check valve. Elastomeric duckbill check valve shall be manufactured in the United States of America. A single manufacturer shall supply all elastomer duckbill check valves.

2.02 FUNCTION

- A. When line pressure inside the valve exceeds the backpressure outside the valve, the line pressure forces the bill of the valve open, allowing flow to discharge. When backpressure exceeds the line pressure, the bill of the valve is forced closed preventing backflow.

2.03 MANUFACTURER

- A. All valves shall be of the Series 37 as manufactured by the Red Valve Co., Inc. of Carnegie, PA 15106 or approved equal.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Valve shall be installed in accordance with manufacturers written Installation and Operation Manual and approved submittals.

SERIES 35 FLANGED-ENDS CHECK VALVES

PART 1 GENERAL

1.01 SUBMITTALS

- A.) Submit product literature that includes information on the performance and operation of the valve, materials of construction, dimensions and weights, elastomer characteristics, headloss and flow data, and pressure ratings.
- B.) Upon request, provide shop drawings that clearly identify the valve dimensions.

1.02 QUALITY ASSURANCE

- A.) Supplier shall have at least fifteen (15) years experience in the manufacture of "duckbill" style elastomeric valves, and shall provide references and a list of installations upon request.
- B.) Manufacturer shall have performed hydraulic tests on valves through 48" for flow capacity, headloss, and jet velocity at an accredited flow laboratory. Manufacturer shall provide test data upon request.
- C.) Upon request, manufacturer shall provide installation data for existing valves of similar size and type to the project scope.

PART 2 PRODUCTS

2.01 "DUCKBILL" ELASTOMERIC CHECK VALVES

- A.) Duckbill Check Valves are to be all rubber and the flow operated check type with a flanged end connection. The port area shall contour down to a duckbill which shall allow passage of flow in one direction while preventing reverse flow. The flange and flexible duckbill sleeve shall be one piece rubber construction fabricated of NSF61 approved elastomer with nylon reinforcement.
- B.) The flange drilling shall conform to ANSI B16.1 Class 125/ANSI B16.5, Class 150 standards. The valve shall be furnished with stainless steel back-up rings for installation.
- C.) Company name, plant location, valve size and serial number shall be bonded to the check valve. Elastomeric duckbill check valves shall be manufactured in the United States of America. A single manufacturer shall supply all duckbill check valves.

2.02 FUNCTION

- A.) When line pressure inside the valve exceeds the backpressure outside the valve, the line pressure forces the bill of the valve open, allowing flow to discharge. When backpressure exceeds the line pressure, the bill of the valve is forced closed preventing backflow.

2.03 MANUFACTURER

- A.) All valves shall be of the Series 35 as manufactured by the Red Valve Co., Inc. of Carnegie, PA 5106 or approved equal.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Valve shall be installed in accordance with manufacturers written Installation and Operation Manual and approved submittals.

3.02 MANUFACTURER'S CUSTOMER SERVICE

- A.) Manufacturer's authorized representative shall be available for customer service during installation and start-up, and to train personnel in the operation, maintenance and troubleshooting of the valve.
- B.) Manufacturer shall also make customer service available directly from the factory in addition to authorized representatives for assistance during installation and start-up, and to train personnel in the operation, maintenance and troubleshooting of the valve.

Appendix B
Tideflex Mixing System



TIDEFLEX TECHNOLOGIES

600 NORTH BELL AVE.
 CARNEGIE, PA 15106 USA
 PHONE: (412) 279-0044
 FAX: (412) 279-5410

ANALYSIS BY: **Mike Duer, P.E.**

PRELIMINARY TMS DIMENSIONS

TIDEFLEX MIXING SYSTEM

Reservoir Name: **Parkers Lake 0.15MG Elevated Tank (MLW)**
 Reservoir Size: **32' Dia. x 28' HR**
 Reservoir Capacity: **0.15 MG**
 End User: **McCreary County W.D., KY**
 Contact: **Stephen Whitaker**
 Consultant: **Wet or Dry**
 Contact: **Jay Hoffman**
 Red Valve Rep: **Hydro Controls, Inc.**
 Contact: **Adam McCarthy**

TANK AND TMS DIMENSIONAL TABLE

PROPRIETARY NOTICE

THIS DOCUMENT CONTAINS PROPRIETARY INFORMATION OF TIDEFLEX TECHNOLOGIES. IT IS LOANED BY TIDEFLEX TECHNOLOGIES, SUBJECT TO THE CONDITIONS THAT IT AND THE INFORMATION EMBODIED THEREIN SHALL BE USED ONLY FOR RECORD AND REFERENCE PURPOSES. IT SHALL NOT BE USED OR CAUSED TO BE USED IN ANY WAY PREJUDICIAL TO THE INTERESTS OF TIDEFLEX TECHNOLOGIES. IT SHALL NOT BE REPRODUCED OR COPIED IN WHOLE OR IN PART, OR DISCLOSED TO ANYONE WITHOUT THE DIRECT WRITTEN PERMISSION OF TIDEFLEX TECHNOLOGIES AND SHALL BE RETURNED UPON REQUEST.

TANK DIMENSIONS

Bowl Diameter	32.00	Feet
Head Range	28.00	Feet
Depth to LWL:	22.40	Feet
Top of Foundation to HWL:	159.00	Feet

INLET PIPE SIZE	8.00	Inch
OUTLET PIPE SIZE	8.00	Inch
Common (COM) or Separate (SEP)	COM	

TMS DIMENSIONS

"A" =	8	Inch
"B" =	19.60	Feet
(See Notes) "C" =	2.00	Feet
"D" =	60.0	degrees
"E" =	120.0	degrees

UPPER TIDEFLEX INLET NOZZLE

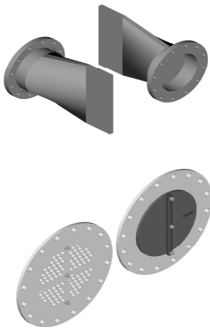
Quantity	1	
Size	4	Inch
Hydraulic Code	61	

LOWER TIDEFLEX INLET NOZZLES

Quantity	3	
Size	4	Inch
Hydraulic Code	61	

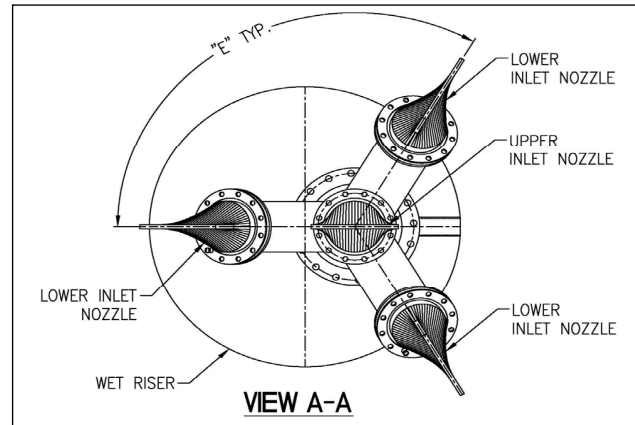
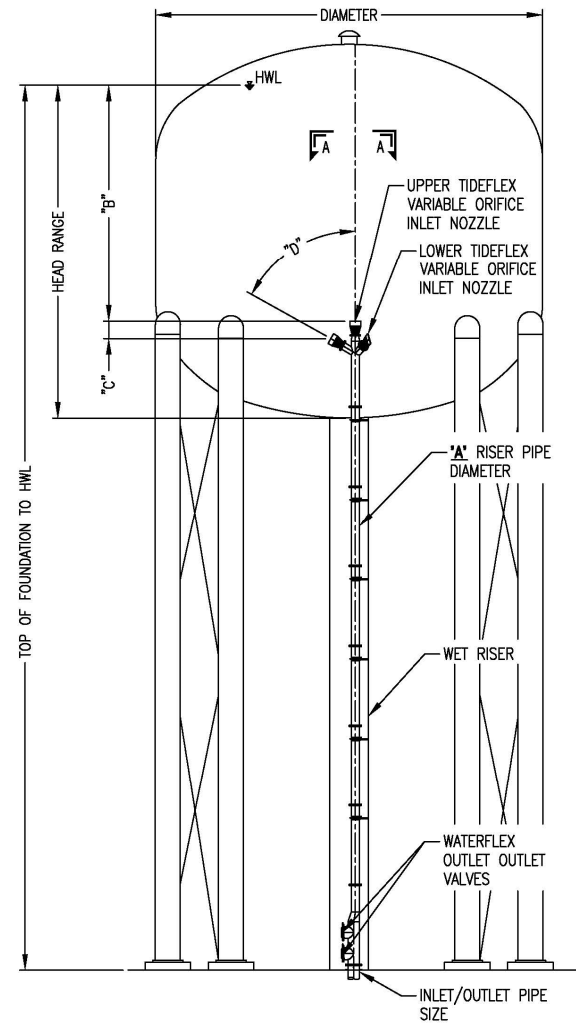
WATERFLEX OUTLET VALVES

Quantity	2	
Size	8.00	Inch



Notes:

- Dim "C" is to the centerline of the "bill" of the Lower Tideflex Inlet Nozzles. The ports off the riser will be lower based on angle "D" and length of elbow and Tideflex.
- Waterflex Outlet Valves to be located as close to bottom of wet riser as possible.





TIDEFLEX TECHNOLOGIES

600 NORTH BELL AVE.
 CARNEGIE, PA 15106 USA
 PHONE: (412) 279-0044
 FAX: (412) 279-5410

ANALYSIS BY: **Michael Duer, P.E.**

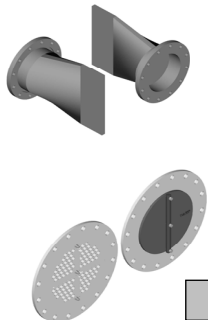
TIDEFLEX MIXING SYSTEM

Reservoir Name: **Prison (East KY92) 1.0MG Elevated Tank (CET)**
 Reservoir Size: **74" Dia. x 40" HR**
 Reservoir Capacity: **1.0 MG**
 End User: **McCreary County W.D., KY**
 Contact: **Stephen Whitaker**
 Consultant: **Wet or Dry**
 Contact: **Jay Hoffman**
 Red Valve Rep: **Hydro Controls, Inc.**
 Contact: **Adam McCarthy**

TANK AND TMS DIMENSIONAL TABLE

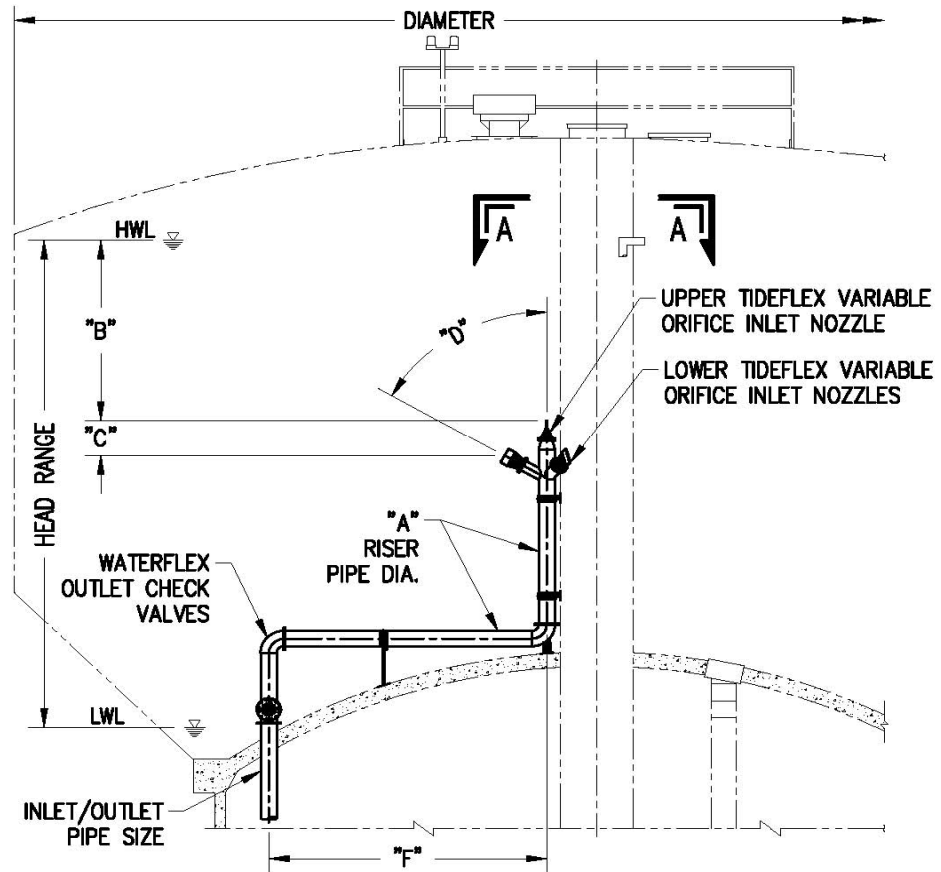
**PRELIMINARY
 TMS
 DIMENSIONS**

<u>TANK DIMENSIONS</u>			
Bowl Diameter	74.00	Feet	
Head Range	40.00	Feet	
Depth to LWL:	33.78	Feet	
INLET PIPE SIZE	12.00	Inch	
OUTLET PIPE SIZE	16.00	Inch	
Common (COM) or Separate (SEP)	SEP		
<u>TMS DIMENSIONS</u>			
"A" =	12	Inch	
"B" =	19.20	Feet	
(See Notes) "C" =	3.00	Feet	
"D" =	60.0	degrees	
"E" =	120.0	degrees	
"F" (Approx. - Varies by Tank Mfg.) =	18.50	feet	
<u>UPPER TIDEFLEX INLET NOZZLE</u>			
Quantity	1		
Size	8	Inch	
Hydraulic Code	220		
<u>LOWER TIDEFLEX INLET NOZZLES</u>			
Quantity	3		
Size	8	Inch	
Hydraulic Code	220		
<u>WATERFLEX OUTLET VALVES</u>			
Quantity	2		
Size	12.00	Inch	



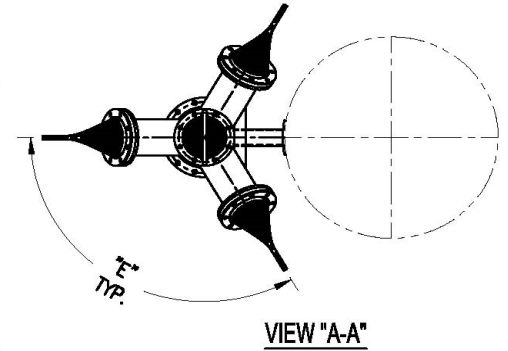
IF WF-3's REQUIRED

- Notes:**
- Dim "C" is to the centerline of the "bill" of the Lower Tideflex Inlet Nozzles. The ports off the riser will be lower based on angle "D" and length of elbow and Tideflex.
 - Waterflex Outlet Valves to be located as close to bowl penetration as possible.



PROPRIETARY NOTICE

THIS DOCUMENT CONTAINS PROPRIETARY INFORMATION OF TIDEFLEX TECHNOLOGIES. IT IS LOANED BY TIDEFLEX TECHNOLOGIES, SUBJECT TO THE CONDITIONS THAT IT AND THE INFORMATION EMBODIED THEREIN SHALL BE USED ONLY FOR RECORD AND REFERENCE PURPOSES. IT SHALL NOT BE USED OR CAUSED TO BE USED IN ANY WAY PREJUDICIAL TO THE INTERESTS OF TIDEFLEX TECHNOLOGIES. IT SHALL NOT BE REPRODUCED OR COPIED IN WHOLE OR IN PART, OR DISCLOSED TO ANYONE WITHOUT THE DIRECT WRITTEN PERMISSION OF TIDEFLEX TECHNOLOGIES AND SHALL BE RETURNED UPON REQUEST.





TIDEFLEX TECHNOLOGIES

600 NORTH BELL AVE.
 CARNEGIE, PA 15106 USA
 PHONE: (412) 279-0044
 FAX: (412) 279-5410

ANALYSIS BY: **Mike Duer, P.E.**

PRELIMINARY TMS DIMENSIONS

TIDEFLEX MIXING SYSTEM

Reservoir Name: **Stearns 0.2MG Elevated Tank (MLW)**
 Reservoir Size: **35' Dia. x 28.25' HR**
 Reservoir Capacity: **0.2 MG**
 End User: **McCreary County W.D., KY**
 Contact: **Stephen Whitaker**
 Consultant: **Wet or Dry**
 Contact: **Jay Hoffman**
 Red Valve Rep: **Hydro Controls, Inc.**
 Contact: **Adam McCarthy**

TANK AND TMS DIMENSIONAL TABLE

PROPRIETARY NOTICE

THIS DOCUMENT CONTAINS PROPRIETARY INFORMATION OF TIDEFLEX TECHNOLOGIES. IT IS LOANED BY TIDEFLEX TECHNOLOGIES, SUBJECT TO THE CONDITIONS THAT IT AND THE INFORMATION EMBODIED THEREIN SHALL BE USED ONLY FOR RECORD AND REFERENCE PURPOSES. IT SHALL NOT BE USED OR CAUSED TO BE USED IN ANY WAY PREJUDICIAL TO THE INTERESTS OF TIDEFLEX TECHNOLOGIES. IT SHALL NOT BE REPRODUCED OR COPIED IN WHOLE OR IN PART, OR DISCLOSED TO ANYONE WITHOUT THE DIRECT WRITTEN PERMISSION OF TIDEFLEX TECHNOLOGIES AND SHALL BE RETURNED UPON REQUEST.

TANK DIMENSIONS

Bowl Diameter	35.00	Feet
Head Range	28.25	Feet
Depth to LWL:	22.60	Feet
Top of Foundation to HWL:	142.00	Feet

INLET PIPE SIZE	10.00	Inch
OUTLET PIPE SIZE	10.00	Inch

Common (COM) or Separate (SEP) **COM**

TMS DIMENSIONS

"A" =	10	Inch
"B" =	19.80	Feet
(See Notes) "C" =	2.00	Feet
"D" =	60.0	degrees
"E" =	120.0	degrees

UPPER TIDEFLEX INLET NOZZLE

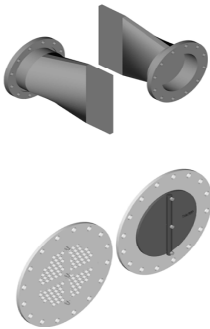
Quantity	1	
Size	6	Inch
Hydraulic Code	112	

LOWER TIDEFLEX INLET NOZZLES

Quantity	3	
Size	6	Inch
Hydraulic Code	112	

WATERFLEX OUTLET VALVES

Quantity	2	
Size	10.00	Inch



Notes:

- Dim "C" is to the centerline of the "bill" of the Lower Tideflex Inlet Nozzles. The ports off the riser will be lower based on angle "D" and length of elbow and Tideflex.
- Waterflex Outlet Valves to be located as close to bottom of wet riser as possible.

