SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR THE

U.S. 60 WATER DISTRICT
BAGDAD, KENTUCKY

2021 WATER SYSTEM IMPROVEMENTS
CONTRACT NO. 1

This project funded by:

USDA RURAL DEVELOPMENT

PROJECT NO. 2113

AUGUST 2023

Monarch Engineering, Inc.

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U.S. 60 WATER DISTRICT
BAGDAD, KENTUCKY
2021 WATER SYSTEM IMPROVEMENTS
CONTRACT NO. 1

ADVERTISEMENT FOR BIDS

Sealed Bids for the construction of the 2021 WATER SYSTEM IMPROVEMENTS - CONTRACT NO. 1 will be received by the U.S. 60 Water District, at their Central Office, 4596 Bagdad Road, P.O. Box 97, Bagdad, KY 40003 until 11:00 a.m., local time on September 13, 2023, at which time the Bids received will be publicly opened and read aloud. The project consists of the complete replacement of one (1) existing Booster Pump Station, site piping improvements at one (1) existing Water Storage Tank Site, the replacement of 1,000 existing customer meters with new radio read meters and other related appurtenances.

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

The Issuing Office for the Bidding Documents is Monarch Engineering, Inc., 556 Carlton Drive, Lawrenceburg, Kentucky 40342, (502) 839-1310, James L. Mudd, P.E., lmudd@monarchengineering.net. Prospective Bidders may examine the Bidding Documents at the Issuing Office on Mondays through Fridays between the hours of 8 a.m. – 12 p.m. and 1:00 p.m. – 5:00 p.m., and may obtain copies of the Bidding Documents from the Issuing Office as described below.

Printed copies of the Bidding Documents may be obtained from the Issuing Office, during the hours indicated above, upon payment of a deposit of $300.00, non-refundable, for each set. Checks for Bidding Documents shall be payable to "Monarch Engineering, Inc.". Upon request and receipt of the document deposit indicated above, the Issuing Office will transmit the Bidding Documents via delivery service. The date that the Bidding Documents are transmitted by the Issuing Office will be considered the 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. Plans purchased by one party and bid by another party will not be accepted. Plans will be available for purchase until 4:00 p.m., (E.D.T.), on September 8, 2023.

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 the 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: 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. The de minimis and minor components waiver apply to this contract.

Bid security shall be furnished in accordance with the Instructions to Bidders. Any bid that is obviously unbalanced may be rejected. The U.S. 60 Water District reserves the right to reject any and all bids and waive informalities. The award will be made to the lowest, responsive, responsible bidder.

Owner: **U.S. 60 WATER DISTRICT**
By: **PAT HARGADON**
Title: **CHAIRMAN**
Date: **AUGUST 25, 2023**

+ + END OF ADVERTISEMENT FOR BIDS + +

INSTRUCTIONS TO BIDDERS

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ARTICLE 1 – DEFINED TERMS

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

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

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

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

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

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

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

3.01 To demonstrate Bidder's qualifications to perform the Work, after submitting its Bid and within [5] days of Owner's request, Bidder shall submit (a) written evidence establishing its qualifications such as financial data, previous experience, and present commitments, and (b) the following additional information:

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

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

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

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 contiguous to the Site are set forth in the Contract Documents and are based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.

C. Adequacy of Data: Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 5.03, 5.04, and 5.05 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the

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

4.03 *Site Visit and Testing by Bidders*

~~A. Bidder shall conduct the required Site visit 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; including 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.

D. carefully study all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings;

E. consider the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs;

F. agree, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;

G. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;

H. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder;

I. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and

J. agree that the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 6 – PRE-BID CONFERENCE

~~6.01 A pre-Bid conference will be held at the time and location stated in the invitation or advertisement to bid. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference. Engineer will transmit to all prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.~~

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 not less than five (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 ready for final payment are set forth in the Agreement.

ARTICLE 10 – LIQUIDATED DAMAGES

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

ARTICLE 11 – SUBSTITUTE AND "OR-EQUAL" ITEMS

11.01 The Contract for the Work, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, and those "or-equal" or substitute materials and equipment subsequently approved by Engineer prior to the submittal of Bids and identified by Addendum. No item of material or equipment will be considered by Engineer as an "or-equal" or substitute unless written request for approval has been submitted by Bidder and has been

received by Engineer ~~at least 15 days~~ prior to the date for receipt of Bids in the case of a proposed substitute and ~~5 days~~ prior in the case of a proposed "or-equal". Each such request shall comply with the requirements of Paragraphs 7.04 and 7.05 of the General Conditions. Each such request shall include the Manufacturer's Certification Letter (Exhibit D) for compliance with AIS requirements and any subsequent statutes mandating domestic preference, if applicable. The burden of proof of the merit of the proposed item is upon Bidder. Engineer's decision of approval or disapproval of a proposed item will be final. If Engineer approves any such proposed item, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner. Substitutes and "or-equal" materials and equipment may be proposed by Contractor in accordance with Paragraphs 7.04 and 7.05 of the General Conditions after the Effective Date of the Contract.

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

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

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS

~~12.01 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 "If required by the bid documents." The apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of the Subcontractors or Suppliers proposed for the following portions of the Work: that which is described within this Contract.

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.

12.05 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.

12.06 The Contractor shall not award work to Subcontractor(s) in excess of the limits stated in SC 7.06.

ARTICLE 13 – PREPARATION OF BID

13.01 The Bid Form is included with the Bidding Documents.

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

B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words "No Bid" or "Not Applicable."

13.02 A Bid by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown.

13.03 A Bid by a limited liability company shall be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.

13.04 A Bid by an individual shall show the Bidder's name and official address.

13.05 A Bid by a joint venture shall be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.

13.06 All names shall be printed in ink below the signatures.

13.07 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.

13.08 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.

13.09 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 Base Bid with Alternates

A. Bidders shall submit a Bid on a lump sum basis for the base Bid and include a separate price for each alternate described in the Bidding Documents and as provided for in the Bid Form. The price for each alternate will be the amount added to or deleted from the base Bid if Owner selects the alternate.

B. In the comparison of Bids, alternates will be applied in the same order of priority as listed 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.

14.03 Allowances

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

~~14.04 Price Plus Time Bids~~

~~A. The Owner will consider the time of Substantial Completion commitment made by the Bidder in the comparison of Bids.~~

~~B. Bidder shall designate the number of days required to achieve Substantial Completion of the Work and enter that number in the Bid Form as the total number of calendar days to substantially complete the Work.~~

~~C. The total number of calendar days for Substantial Completion designated by Bidder shall be less than or equal to a maximum of [_____], but not less than the minimum of [_____]. If Bidder purports to designate a time for Substantial Completion that is less than the allowed minimum, or greater than the allowed maximum, Owner will reject the Bid as nonresponsive.~~

~~D. The Agreement as executed will contain the Substantial Completion time designated in Successful Bidder's Bid, and the Contractor will be assessed liquidated damages at the rate stated in the Agreement for failure to attain Substantial Completion within that time.~~

~~E. [Bidder shall also designate the time in which it will achieve Milestones, and achieve readiness for final payment. Such time commitments shall be consistent with the "Time of Substantial Completion" to which Bidder commits. The Agreement as executed will contain, as binding Contract Times, Successful Bidder's time commitments regarding Milestones, as applicable, and readiness for final payment.]~~

ARTICLE 15 – SUBMITTAL OF BID

15.01 With each copy of the Bidding Documents, a Bidder is furnished one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 7 of the Bid Form.

15.02 A Bid shall be received no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed to the OWNER as described in the Advertisement for Bids.

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. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form. To determine the Bid prices for purposes of comparison, Owner shall announce to all bidders a "Base Bid plus alternates" budget after receiving all Bids, but prior to opening them. For comparison purposes alternates will be accepted, following the order of priority established in the Bid Form, until doing so would cause the budget to be exceeded. After determination of the Successful Bidder based on this comparative process and on the responsiveness, responsibility, and other factors set forth in these Instructions, the award may be made to said Successful Bidder on its base Bid and any combination of its additive alternate Bids for which Owner determines funds will be available at the time of award.

~~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 **[or other Owner-designated daily rate]** (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 [_____] 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

NOT APPLICABLE

ARTICLE 24 – WAGE RATE REQUIREMENTS

24.01 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. ~~Wage Rate Requirements are in Section WD.~~

ARTICLE 25 – OTHER APPLICABLE REQUIREMENTS

25.01 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 l.b.2. The de minimis and minor components waivers apply to this contract.

SPECIAL NOTES FOR CONTRACTORS

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

The Contract Documents specify that the Contract shall be completed within 270 calendar days, but no work shall be performed on weekends and Federal holidays unless requested in writing at least seven days prior to any one weekend or holiday, and approved by the Engineer. This Contract is to be constructed during the weekdays of Monday through Friday and the period of 270 calendar days should allow the Contractor ample time to complete the project.

The Contractor shall not be allowed to maintain permanent residency for any employees on the construction site.

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

The Contractor shall coordinate all disruptions of service with the Owner and Engineer. Prior to any disruption, the Contractor shall inform both parties of his intentions, methods and projected duration of disturbance and receive their approval prior to initiating the specific work.

The existing conditions as shown on the plan sheets have been formulated through old plans, discussions with the Owner personnel and data gathered by field surveys. The Contractor shall be responsible for locating and verifying all existing piping, conduits and any items that will be affected by implementation of the project.

The Contractor shall comply with all conditions and instructions included within the various regulatory permits required for construction of this project.

If applicable, included elsewhere within these documents are the Kentucky Transportation Cabinet Encroachment Permits. The Contractor is required to comply with all requirements included in these permits.

When performing work along or across any public roadway, the Contractor shall post warning signs painted orange and they shall be four feet by four feet mounted on posts in accordance with the Kentucky Transportation Cabinet's Uniform Traffic Control Devices. Furthermore, all signs, barricades, lights, and traffic control procedures shall be installed in accordance with the Kentucky Transportation Cabinet's Manual on Uniform Traffic Control Devices.

The Contractor shall maintain two flag men at all times where machinery is in operation when working where the flow of traffic will be disturbed. There is no exception to this requirement. The use of radios will be required when visual contact between the flagmen does not exist.

At the completion of each work day, the Contractor shall backfill all open trenches and install all required traffic control signs, barricades, and lights in accordance with the Kentucky Transportation Cabinet's Manual on Uniform Traffic Control Devices.

Unless otherwise noted on the plans, underground utilities shown within the Kentucky Transportation Cabinet's right of way shall not be placed in fill areas and shall be installed with a minimum depth of cover of 42-inches. In all other cases a minimum cover of depth of 30-inches should be maintained. Flush hydrants or utility service boxes should be located within two (2) feet from the edge of right-of-way line, or off right-of-way.

The Contractor shall be responsible for keeping entire roadway free and clear at the end of each working day. No equipment shall be left on or parked along the road right of way. All effected KYTC ditch lines shall remain free of excess silt or erosion and constructed to the normal typical section of the roadway with a minimum depth of 18 inches from the shoulder break point.

Contact Tara Young, Permits Engineer at KYTC-DOH District #5, Louisville, Kentucky at (502) 764-0318 prior to beginning work.

All necessary steps shall be taken to prevent erosion or siltation of the public right-of-way, adjoining property and waterways. The Contractor shall practice "Best Management Practices" (BMPs) that will minimize siltation and erosion in or near streams. Contractor shall provide adequate control of siltation and erosion by limiting unnecessary excavation, disturbing or uprooting trees and vegetation, dumping of soil or debris, or pumping silt-laden water into a nearby stream. In addition to these typical erosion control measures, a temporary construction boundary fence may be required in some areas of the project. If applicable, Plan Sheet EC-1 outlines the specific site requirements and depicts recommended soil erosion control devices. All erosion control measures shall be incidental to the cost of installing other project components and no additional payment will be made.

The Contractor shall be responsible for complying with all requirements relating to the Kentucky Pollutant Discharge Elimination System (KPDES) General Permit for Storm Water Discharges Associated with Construction Activities (KYR10). This includes, but is not limited to, filing the Notice of Intent (NOI) with the Kentucky Division of Water and developing a Stormwater Pollution Prevention Plan (SWPPP) for the project. A copy of the Notice of Intent has been included in these documents for the Contractor's use. However, it is recommended that the Contractor utilize the Division of Water's e-permitting web site (http://eppdepfs01/eforms/depdefault.aspx) as it greatly reduces the time required for acceptance of the Notice of Intent.

All pavement replacement shall be incidental to the cost of installing the water mains. No separate pay item is included for pavement replacement and no additional payment will be made.

All paved areas that are disturbed shall be backfilled with No. 9 stone, no exception. Again, this requirement shall be incidental to the cost of installing the water mains no additional payment will be made.

The minimum width of the pipe trench shall not be less than 24-Inches plus the diameter of the pipe being installed. Excavation of the pipe trench in rock areas shall be via the use of bucket and hoe type equipment and the use of any trencher type equipment shall not be allowed.

Relative to the Radio Read Meter Replacements portion of the project, the following is applicable:

The Contractor shall be limited to a maximum work force of three (3) persons performing meter replacements at any one time. One (1) additional support person and/or driver will be allowed to assist. All personnel shall work as a single crew, working in one particular area that is defined by the Owner. The meter replacements, including meter box replacements when required, shall be accomplished in a sequential order as defined by the Owner.

Due to significant lead times associated with the Water Meter and Radio Read Transponder Equipment, the equipment order was placed by the Owner in late 2022. This order is not expected to be fulfilled until late 2023 or early 2024. Per funding agency requirements, the purchase of this equipment shall be assumed by and thereafter the sole responsibility of the Contractor.

A complete bid package consist of the Bid Form, Bid Bond, Bid Submittal Reference List, and other forms as requested in Article 7 of the Bid Form. The Contract shall be awarded on the basis of the Base Bid.

The Owner reserves the right to increase, reduce, or eliminate any of the quantities of the Bid Items. The complete Bid Schedule including Unit Price and Total Cost items shall be the basis for payment.

BID SUBMITTAL REFERENCE LIST
U.S. 60 WATER DISTRICT
2021 WATER SYSTEM IMPROVEMENTS
CONTRACT NO. 1

BID OPENING: SEPTEMBER 13, 2023 @ 11:00 AM, LOCAL TIME

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

BID FORM

U.S. 60 WATER DISTRICT

2021 WATER SYSTEM IMPROVEMENTS

CONTRACT NO. 1

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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

U.S. 60 Water District, P.O. Box 97, 4596 Bagdad Road, Bagdad, KY 40003

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:

Addendum No.	Addendum, Date

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 e 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 SCHEDULE

Notes: BIDS shall include sales tax and all other applicable taxes and fees.
The CONTRACT shall be awarded to the lowest, responsive, responsible BIDDER.

BASE BID CONTRACT

Item No.	Description	Quantity		Unit Price	Total Cost
1	Graefenburg Booster Pump Station				
	A) Site Work	1	LS	$ _____	$ _____
	B) Yard Piping, Connections & Valves	1	LS	$ _____	$ _____
	C) Foundation	1	LS	$ _____	$ _____
	D) Factory Built Booster Pump Station	1	LS	$ _____	$ _____
	E) Brickwork	1	LS	$ _____	$ _____
	F) Electrical	1	LS	$ _____	$ _____
	G) Demolition of Ex. Booster Pump Station	1	LS	$ _____	$ _____
	H) Final Site Restoration & Cleanup	1	LS	$ _____	$ _____
2	Driscoll Tank Site Piping Modifications				
	A) Site Work	1	LS	$ _____	$ _____
	B) Yard Piping, Valve Vault & Appurtenances	1	LS	$ _____	$ _____
	C) Electrical	1	LS	$ _____	$ _____
	D) Final Site Restoration & Cleanup	1	LS	$ _____	$ _____
3	KY Highway 395 Check Valve Vault	1	LS	$ _____	$ _____
4	Radio Read Meter Replacements				
	A) Meter & Radio Transponder (Equipment Only)	1,000	EA	$ **376.60**	$ **376,600.00**
	B) Standard Meter Replacement	1,000	EA	$ _____	$ _____
	C) Standard Meter Box Replacement	400	EA	$ _____	$ _____

TOTAL BASE BID **$** _____

The CONTRACT shall be awarded based on the lowest **BASE BID**. ~~Additive Alternates may also be awarded in conjunction with the Base Bid Contract at the discretion of the OWNER if adequate funding is available.~~

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

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.: _____ **[or]** Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;~~

~~G. Required Bidder Qualification Statement with supporting data; and~~

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, Exhibit A-1, Certification for Contracts, Grants and Loans.

K. Manufacturer's Certification Letter (Exhibit D) on any approved "or equal" or substitute request to ensure compliance with AIS requirements and any subsequent statutes mandating domestic preference.

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)

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

BID BOND

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

BIDDER *(Name and Address)*:

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

OWNER *(Name and Address)*:

BID

Bid Due Date:

Description *(Project Name— Include Location)*:

BOND

Bond Number:

Date:

Penal sum _____ $ _____

(Words) (Figures)

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

BIDDER	**SURETY**
_____ (Seal)	_____ (Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	By: _____
Signature	Signature (Attach Power of Attorney)
_____	_____
Print Name	Print Name
_____	_____
Title	Title
Attest: _____	Attest: _____
Signature	Signature
Title	Title

Note: Addresses are to be used for giving any required notice.
Provide execution by any additional parties, such as joint venturers, if necessary.

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1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

3.2 All Bids are rejected by Owner, or

3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

NOTICE OF AWARD

TO: _____
_____
_____

PROJECT Description: U.S. 60 Water District
2021 Water System Improvements
Contract No. 1

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated September 13, 2023, and Information for Bidders.

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

You are required by the Information for Bidders to execute the Agreement 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 _____, 2023.

_____
U.S. 60 Water District

By: Pat Hargadon

Title: Chairman

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

by _____, this ___ day of _____, 2023.
(Contractor)

By: _____

Title: _____

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

THIS AGREEMENT is by and between U.S. 60 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: Contract No. 1.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: 2021 Water System Improvements Project

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by Monarch Engineering, Inc.

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

ARTICLE 4 – CONTRACT TIMES

4.01 Time of the Essence

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

4.02 Contract Times: Days

A. The Work will be substantially completed within 270 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 270 days after the date when the Contract Times commence to run.

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

~~1. Milestone 1 [event & date/days]~~

~~2. Milestone 2 [event & date/days]~~

~~3. Milestone 3 [event & date/days]~~

4.03 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any

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

1. Substantial Completion: Contractor shall pay Owner $1,000.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.

2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner $1,000.00 for each day that expires after such time until the Work is completed and ready for final payment.

3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

~~4. Milestones: Contractor shall pay Owner $_____ for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved.~~

~~B. *Bonus:* Contractor and Owner further recognize the Owner will realize financial and other benefits if the Work is completed prior to the time specified for Substantial Completion. Accordingly, Owner and Contractor agree that as a bonus for early completion, Owner shall pay Contractor $_____ for each day prior to the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract) that the Work is substantially complete. The maximum value of the bonus shall be limited to $_____~~

~~4.04 Special Damages~~ *[Deleted]*

~~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: $0.00.

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):

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 15th 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. 95 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. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, of the entire construction to be provided under the Contract Documents, Owner shall pay an amount sufficient to increase total payments to Contractor to 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 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 Final Payment

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

ARTICLE 7 – INTEREST

7.01 *All amounts not paid when due shall bear interest at the rate of 10 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 7 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 63 inclusive).
6. Supplementary Conditions (pages 1 to 18 inclusive).
7. Specifications as listed in the table of contents of the Project Manual.
8. Drawings (not attached but incorporated by reference) consisting of 10 sheets with each sheet bearing the following general title: 2021 Water System Improvements – Contract No. 1 **[or]** the Drawings listed on the attached sheet index.
9. Addenda (numbers ___ to ___, inclusive).
10. Exhibits to this Agreement (enumerated as follows):
    a. Contractor's Bid (pages 1 to 6, 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 any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

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: U.S. 60 Water District	CONTRACTOR:
_____	_____
By: Pat Hargadon	By: _____
Title: Chairman	Title: _____
	(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)
Attest: _____	Attest: _____
Title: David Hedges, Manager	Title: _____
Address for giving notices:	Address for giving notices:
U.S. 60 Water District	_____
P.O. Box 97	_____
Bagdad, KY 40003	_____
	License No.: _____ *(where applicable)*
(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)	*NOTE TO USER: Use in those states or other jurisdictions where applicable or required.*

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

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

EJCDC®
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

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

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

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 Defined Terms

A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

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

2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.

3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

5. *Bidder*—An individual or entity that submits a Bid to Owner.

6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.

7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.

8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.

9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.

10. *Claim*—(a) A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract; or (b) a demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a

Change Proposal; or seeking resolution of a contractual issue that Engineer has declined to address. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

12. *Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.

13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.

14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents. .

15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.

16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.

17. *Cost of the Work*—See Paragraph 13.01 for definition.

18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.

20. *Engineer*—The individual or entity named as such in the Agreement.

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

22. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.

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

24. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.

25. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.

26. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.

27. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.

28. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.

29. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

30. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

31. *Project Manual*—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.

32. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative.

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

34. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals and the performance of related construction activities.

35. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

36. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

37. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.

38. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

39. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

40. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

41. *Successful Bidder*—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.

42. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.

43. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

44. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.

45. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

46. *Unit Price Work*—Work to be paid for on the basis of unit prices.

47. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

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

1.02 Terminology

A. The words and terms discussed in the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives*:

1. The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.

C. *Day*:

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

D. *Defective*:

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

a. does not conform to the Contract Documents; or

b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

c. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or 15.04).

E. *Furnish, Install, Perform, Provide*:

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words "furnish," "install," "perform," or "provide," then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 Delivery of Bonds and Evidence of Insurance

A. *Bonds*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

B. *Evidence of Contractor's Insurance*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.

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

2.02 Copies of Documents

A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.

B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 Before Starting Construction

A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;

2. a preliminary Schedule of Submittals; and

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

2.04 Preconstruction Conference; Designation of Authorized Representatives

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.

B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 Initial Acceptance of Schedules

A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.03.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

2.06 Electronic Transmittals

A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure Project website.

B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor shall jointly develop such protocols.

C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 Intent

A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents.

C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived

from such electronic or digital versions) and the printed record version, the printed record version shall govern.

D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.

E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

3.02 Reference Standards

A. Standards Specifications, Codes, Laws and Regulations

1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard specification, manual, reference standard, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 Reporting and Resolving Discrepancies

A. *Reporting Discrepancies*:

1. *Contractor's Verification of Figures and Field Measurements*: Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

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

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies*:

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

a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 Requirements of the Contract Documents

A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.

B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.

C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 Reuse of Documents

A. Contractor and its Subcontractors and Suppliers shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or

2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

4.01 Commencement of Contract Times; Notice to Proceed

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

4.02 Starting the Work

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

4.03 Reference Points

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

4.04 Progress Schedule

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.

B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 Delays in Contractor's Progress

A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.

C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:

1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
2. abnormal weather conditions;
3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and
4. acts of war or terrorism.

D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.

E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.

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

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

5.01 Availability of Lands

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 Use of Site and Other Areas

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

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.

2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

B. *Removal of Debris During Performance of the Work*: During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning*: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading of Structures*: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 Subsurface and Physical Conditions

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

1. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;

2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and

3. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

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

5.04 Differing Subsurface or Physical Conditions

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

1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or

2. is of such a nature as to require a change in the Drawings or Specifications; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

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

B. *Engineer's Review*: After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the

necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

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

D. *Possible Price and Times Adjustments*:

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

    a. such condition must fall within any one or more of the categories described in Paragraph 5.04.A;

    b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,

    c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:

    a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or

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

    c. Contractor failed to give the written notice as required by Paragraph 5.04.A.

3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.

4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than

30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

5.05 Underground Facilities

A. *Contractor's Responsibilities*: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;

b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;

c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and

d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.

B. *Notice by Contractor*: If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.

C. *Engineer's Review*: Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings, conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

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

E. *Possible Price and Times Adjustments*:

1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

    a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;

    b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;

    c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and

    d. Contractor gave the notice required in Paragraph 5.05.B.

2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.

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

5.06 Hazardous Environmental Conditions at Site

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

1. those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and

2. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

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

C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.

D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.

E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.

G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.

H. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration

or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.H shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6 – BONDS AND INSURANCE

6.01 Performance, Payment, and Other Bonds

A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.

B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.

D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall

promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.

E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.

F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

6.02 Insurance—General Provisions

A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.

B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.

C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

E. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.

F. If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.

G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.

H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.

I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.

J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

6.03 Contractor's Insurance

A. *Workers' Compensation*: Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:

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

2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).

3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).

4. Foreign voluntary worker compensation (if applicable).

B. *Commercial General Liability—Claims Covered*: Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:

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

2. claims for damages insured by reasonably available personal injury liability coverage.

3. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.

C. *Commercial General Liability—Form and Content*: Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:

1. Products and completed operations coverage:

a. Such insurance shall be maintained for three years after final payment.

b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.

2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.

3. Broad form property damage coverage.

4. Severability of interest.

5. Underground, explosion, and collapse coverage.

6. Personal injury coverage.

7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.

8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.

D. *Automobile liability*: Contractor shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.

E. *Umbrella or excess liability*: Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.

F. *Contractor's pollution liability insurance*: Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.

G. *Additional insureds*: The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.

H. *Contractor's professional liability insurance*: If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.

I. *General provisions*: The policies of insurance required by this Paragraph 6.03 shall:

1. include at least the specific coverages provided in this Article.

2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.

3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.

4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.

5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.

J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

6.04 Owner's Liability Insurance

A. In addition to the insurance required to be provided by Contractor under Paragraph 6.03, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

6.05 Property Insurance

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

1. include the Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."

2. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth

movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.

3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.
4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).
5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).
6. extend to cover damage or loss to insured property while in transit.
7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
8. allow for the waiver of the insurer's subrogation rights, as set forth below.
9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.
10. not include a co-insurance clause.
11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.
12. include performance/hot testing and start-up.
13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.

B. *Notice of Cancellation or Change*: All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.

C. *Deductibles*: The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.

D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.

E. *Additional Insurance*: If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.

F. *Insurance of Other Property*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

6.06 Waiver of Rights

A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.

B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of

recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.

D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

6.07 Receipt and Application of Property Insurance Proceeds

A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.05 shall distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.

C. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

7.01 Supervision and Superintendence

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.02 Labor; Working Hours

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday.

Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.03 Services, Materials, and Equipment

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

B. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

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

7.04 "Or Equals"

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.

1. If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an "or equal" item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that:

1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;

3) it has a proven record of performance and availability of responsive service; and

4) it is not objectionable to Owner.

b. Contractor certifies that, if approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times; and

2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.

C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal", which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.

E. *Treatment as a Substitution Request*: If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer considered the proposed item as a substitute pursuant to Paragraph 7.05.

7.05 Substitutes

A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.

1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.

2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

3. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

a. shall certify that the proposed substitute item will:

1) perform adequately the functions and achieve the results called for by the general design,

2) be similar in substance to that specified, and

3) be suited to the same use as that specified.

b. will state:

1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,

2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and

3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.

c. will identify:

1) all variations of the proposed substitute item from that specified, and

2) available engineering, sales, maintenance, repair, and replacement services.

d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.

B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.

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

D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.

F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.

7.06 Concerning Subcontractors, Suppliers, and Others

A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.

B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.

C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.

D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.

E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.

F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.

G. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

H. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.

I. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.

J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.

K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.

L. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the

applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.

N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.

O. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor

2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

7.07 Patent Fees and Royalties

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.08 Permits

A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission

of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work

7.09 Taxes

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

7.10 Laws and Regulations

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It shall not be Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Owner or Contractor may give notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.11 Record Documents

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

7.12 Safety and Protection

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

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.

D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.13 Safety Representative

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

7.14 Hazard Communication Programs

A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 Emergencies

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

7.16 Shop Drawings, Samples, and Other Submittals

A. *Shop Drawing and Sample Submittal Requirements*:

1. Before submitting a Shop Drawing or Sample, Contractor shall have:

a. reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

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

c. determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.

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

1. *Shop Drawings*:

a. Contractor shall submit the number of copies required in the Specifications.

b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.D.

2. *Samples*:

    a. Contractor shall submit the number of Samples required in the Specifications.

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

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

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

D. *Engineer's Review*:

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.

3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

4. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.

5. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.

6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.

7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.

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

E. *Resubmittal Procedures*:

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for

review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.

3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

7.17 Contractor's General Warranty and Guarantee

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. use or occupancy of the Work or any part thereof by Owner;

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

6. the issuance of a notice of acceptability by Engineer;

7. any inspection, test, or approval by others; or

8. any correction of defective Work by Owner.

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

7.18 Indemnification

A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.

B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph 7.18.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

7.19 Delegation of Professional Design Services

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.

B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this paragraph, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

ARTICLE 8 – OTHER WORK AT THE SITE

8.01 Other Work

A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.

B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.

C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

8.02 Coordination

A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:

1. the identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;

2. an itemization of the specific matters to be covered by such authority and responsibility; and

3. the extent of such authority and responsibilities.

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

8.03 Legal Relationships

A. If, in the course of performing other work at or adjacent to the Site for Owner, the Owner's employees, any other contractor working for Owner, or any utility owner causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment shall take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract. When applicable, any such equitable adjustment in Contract Price shall be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this paragraph.

C. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due to Contractor.

D. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees,

agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9 – OWNER'S RESPONSIBILITIES

9.01 Communications to Contractor

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

9.02 Replacement of Engineer

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

9.03 Furnish Data

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

9.04 Pay When Due

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

9.05 Lands and Easements; Reports, Tests, and Drawings

A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.

B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.

C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 Insurance

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

9.07 Change Orders

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

9.08 Inspections, Tests, and Approvals

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

9.09 Limitations on Owner's Responsibilities

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

9.10 Undisclosed Hazardous Environmental Condition

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

9.11 Evidence of Financial Arrangements

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

9.12 Safety Programs

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

B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

10.01 Owner's Representative

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

10.02 Visits to Site

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.08. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 Project Representative

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

or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

10.04 Rejecting Defective Work

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

10.05 Shop Drawings, Change Orders and Payments

A. Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.

B. Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Paragraph 7.19.

C. Engineer's authority as to Change Orders is set forth in Article 11.

D. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.06 Determinations for Unit Price Work

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

10.07 Decisions on Requirements of Contract Documents and Acceptability of Work

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

10.08 Limitations on Engineer's Authority and Responsibilities

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

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.A will only be to determine generally that their content complies with the

requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.

10.09 Compliance with Safety Program

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

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

11.01 Amending and Supplementing Contract Documents

A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.

1. *Change Orders*:

a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.

b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.

2. *Work Change Directives*: A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.

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

11.02 Owner-Authorized Changes in the Work

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

11.03 Unauthorized Changes in the Work

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

11.04 Change of Contract Price

A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.

B. An adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).

C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;

b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.01.C.2.a and 11.01.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;

d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;

e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

11.05 Change of Contract Times

A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.

B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

11.06 Change Proposals

A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.

1. *Procedures*: Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.

2. *Engineer's Action*: Engineer will review each Change Proposal and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

3. *Binding Decision*: Engineer's decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.

B. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

11.07 Execution of Change Orders

A. Owner and Contractor shall execute appropriate Change Orders covering:

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

2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;

3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and

4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.

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

11.08 Notification to Surety

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

ARTICLE 12 – CLAIMS

12.01 Claims

A. *Claims Process*: The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:

1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;

2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and

3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.

B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.

D. *Mediation*:

1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.

2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.

E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.

F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim

is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim shall be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.

G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim shall be incorporated in a Change Order to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

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

13.01 Cost of the Work

A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:

1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or

2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.

B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

    a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

    b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

    c. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

    d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.

    e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

    f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

    g. The cost of utilities, fuel, and sanitary facilities at the Site.

    h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.

    i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

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

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

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

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

13.02 Allowances

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

B. *Cash Allowances*: Contractor agrees that:

1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. *Contingency Allowance*: Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

13.03 Unit Price Work

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph.

E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement;

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

3. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.

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

14.01 Access to Work

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

14.02 Tests, Inspections, and Approvals

A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by

the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.05.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:

1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;

2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;

3. by manufacturers of equipment furnished under the Contract Documents;

4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and

5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

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

E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.

F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 Defective Work

A. *Contractor's Obligation*: It is Contractor's obligation to assure that the Work is not defective.

B. *Engineer's Authority*: Engineer has the authority to determine whether Work is defective, and to reject defective Work.

C. *Notice of Defects*: Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.

D. *Correction, or Removal and Replacement*: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.

E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 Acceptance of Defective Work

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

14.05 Uncovering Work

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

B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.

C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.

1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.

2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 Owner May Stop the Work

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

14.07 Owner May Correct Defective Work

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.

C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

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

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

15.01 Progress Payments

A. *Basis for Progress Payments*: The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.

B. *Applications for Payments*:

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the

basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. *Review of Applications*:

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

   a. the Work has progressed to the point indicated;

   b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and

   c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

   a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or

   b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

    a. to supervise, direct, or control the Work, or

    b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

    c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

    d. to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of the Contract Price, or

    e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.

6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:

    a. the Work is defective, requiring correction or replacement;

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

    c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

    d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

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

D. *Payment Becomes Due*:

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

E. *Reductions in Payment by Owner*:

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:

    a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

    b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;

c. Contractor has failed to provide and maintain required bonds or insurance;

d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

f. the Work is defective, requiring correction or replacement;

g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

h. the Contract Price has been reduced by Change Orders;

i. an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;

j. liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;

k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;

l. there are other items entitling Owner to a set off against the amount recommended.

2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

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

15.02 Contractor's Warranty of Title

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

15.03 Substantial Completion

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider

the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which shall fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.

F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 Partial Use or Occupancy

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through E for that part of the Work.

2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.05 regarding builder's risk or other property insurance.

15.05 Final Inspection

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

15.06 Final Payment

A. *Application for Payment*:

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

a. all documentation called for in the Contract Documents;

b. consent of the surety, if any, to final payment;

c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.

d. a list of all disputes that Contractor believes are unsettled; and

e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

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

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

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

D. *Payment Becomes Due*: Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer's recommendation, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

15.07 Waiver of Claims

A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.

B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

15.08 Correction Period

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. correct the defective repairs to the Site or such other adjacent areas;

2. correct such defective Work;

3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and

4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

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

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

16.01 Owner May Suspend Work

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

16.02 Owner May Terminate for Cause

A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);

2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;

3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or

4. Contractor's repeated disregard of the authority of Owner or Engineer.

B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:

1. declare Contractor to be in default, and give Contractor (and any surety) notice that the Contract is terminated; and

2. enforce the rights available to Owner under any applicable performance bond.

C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.

D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.

E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.

G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond shall govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 Owner May Terminate For Convenience

A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and

3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.

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

16.04 Contractor May Stop Work or Terminate

A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

17.01 Methods and Procedures

A. *Disputes Subject to Final Resolution*: The following disputed matters are subject to final resolution under the provisions of this Article:

1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full; and

2. Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents, and arising after final payment has been made.

B. *Final Resolution of Disputes*: For any dispute subject to resolution under this Article, Owner or Contractor may:

1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions; or

2. agree with the other party to submit the dispute to another dispute resolution process; or

3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18 – MISCELLANEOUS

18.01 Giving Notice

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended; or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice.

18.02 Computation of Times

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

18.03 Cumulative Remedies

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

18.04 Limitation of Damages

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

18.05 No Waiver

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

18.06 Survival of Obligations

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

18.07 Controlling Law

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

18.08 Headings

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

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 – 1 – DEFINITIONS AND TERMINOLOGY

1.01 *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.

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 1927-7.

SC 1.01.A.8 Add the following language 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 1927-7. 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.48:

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

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

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

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

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

SC 1.01.A.51:

Manufacture's Certification Letter (Exhibit D) 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.

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 l.b.2.

ARTICLE 2 – 2 – PRELIMINARY MATTERS

2.01 *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.

2.02 *2.02 Copies of Documents*

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

Owner shall furnish to Contractor five (5) copies of the Contract Documents (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF).

SC-2.06 Electronic Transmittals

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

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

SC-4.01 Commencement of Contract Times; Notice to Proceed

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 to run later than the ninetieth day after the day of Bid opening or the thirtieth day of the Effective Date of the Contract, whichever date is earlier.

SC-4.05 Delays in Contractor's Progress

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

Abnormal Weather Conditions;

ARTICLE 3 – 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

3.01 *5.03 Subsurface and Physical Conditions*

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 *[NOT APPLICABLE]* **The Technical Data contained in such report upon whose accuracy Contractor may rely are [those 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: (Not Applicable)

3. Contractor may examine copies of reports and drawings identified immediately above that were not included with the Bidding Documents at Monarch Engineering, Inc. 556 Carlton Drive, Lawrenceburg, KY 40342 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: *[NOT APPLICABLE].* **This Contract also contains a Geotechnical Data Report (GDR), identified as follows: (Not Applicable)**

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.**

3.02 *5.06 Hazardous Environmental Conditions at Site*

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 4 – 6 – BONDS AND INSURANCE

4.01 *6.02 Insurance—General Provisions*

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.**

4.02 *6.03 Contractor's Liability 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	**$**	**1,000,000**
Bodily injury by disease, each employee	**$**	**1,000,000**
Bodily injury/disease aggregate	**$**	**1,000,000**
For work performed in monopolistic states, stop-gap liability coverage shall be endorsed to either the worker's compensation or commercial general liability policy with a minimum limit of:	**$**	**1,000,000**
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	**$**	**2,000,000**
Products - Completed Operations Aggregate	**$**	**2,000,000**
Personal and Advertising Injury	**$**	**1,000,000**
Each Occurrence (Bodily Injury and Property Damage)	**$**	**1,000,000**

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

Bodily Injury:		
Each person	**$**	**Statutory**
Each accident	**$**	**Statutory**

Property Damage:

Each accident **$** _____

[or]

Combined Single Limit of **$ 1,000,000**

4. Excess or Umbrella Liability:

Per Occurrence **$ 5,000,000**

General Aggregate **$ 5,000,000**

5. Contractor's Pollution Liability:

Each Occurrence **$ Not Applicable**

General Aggregate **$ Not Applicable**

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

6. Additional Insureds: In addition to Owner and Engineer, include as additional insureds the following: (Not Applicable)

7. Contractor's Professional Liability:

Each Claim **$ 1,000,000**

Annual Aggregate **$ 1,000,000**

ARTICLE 5 – 7 – CONTRACTOR'S RESPONSIBILITIES

5.01 *7.02 Labor; Working Hours*

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

1. Regular working hours will be *determined at the preconstruction conference.*

2. Owner's legal holidays are *determined at the preconstruction conference.*

SC 7.03: Add sentence "all iron and steel must meet AIS requirements.

5.02 *7.04 "Or Equals"*

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

Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item is permitted.

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

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

[Deleted]

SC 7.04.B.1 Contractor shall include the Manufacturer's Certification Letter (Exhibit D) for compliance with AIS requirements to support data, if applicable. In addition, Contractor shall maintain an updated AIS Materials List (Exhibit J), to ensure that for de minimis waiver, cost is less than 5% of total materials cost for project and for minor components waiver, the cost of the non-domestically produced component is less than 5% of the total materials cost of the product." An excel version that will compute all totals can be obtained from the RD State Office that can be used as a working copy.

SC 7.05.A.3.a4 4) comply with AIS by providing the Manufacturer's Certification Letter (Exhibit D), if applicable.

SC-7.06 Concerning Subcontractors, Suppliers and Others

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

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

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

[Deleted]

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

SC 7.11.A Modify by inserting the following after "written interpretations and clarifications,"; "Manufacturer's Certification Letter (Exhibit D) 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.

SC 7.16.A.l.e e. obtain the Manufacturer's Certification Letter (Exhibit D) for any item in the submittal subject to AIS requirements and include the certificate in the submittal.

SC 7.16.D.9 Engineer's review and approval of shop drawings or sample shall include review of compliance with AIS requirements, as applicable."

SC 7.17.E: Contractor shall certify upon substantial completion that all work and materials has complied with AIS requirements as mandated and any subsequent statutes mandating domestic preference. Contractor shall provide Contractor's Certification Letter (Exhibit C) to Owner.

ARTICLE 6 – 10 – ENGINEER'S STATUS DURING CONSTRUCTION

6.01 *10.03 Project Representative*

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.

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.

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

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 (Exhibit D), as applicable."

SC 11.07 Execution of Change Orders

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

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

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

SC-13.02 Allowances

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

[Deleted]

6.02 *13.03 Unit Price Work*

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 25 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 25 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.

SC 14.03.G Installation of materials that are non-compliant with AIS requirements shall be considered defective work.

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

6.03 *15.01 Progress Payments*

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

SC 15.01.B.3 Add the following language at the end of the 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 this Project is EJCDC C-620 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.B.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.

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

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

SC-15.02 Contractor's Warranty of Title

SC 15.01.D.2 An updated AIS Materials List (See Exhibit J) included in these contract documents must be dated and signed and submitted with each pay request prior to payment being authorized. An excel version that will compute all totals can be obtained from the RD State Office that can be used as a working copy.

SC 15.01.C.2d The materials presented for payment comply with AIS requirements.

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 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

ARTICLE 17 – 17 – FINAL RESOLUTION OF DISPUTES

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 the 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.

ARTICLE 18 – MISCELLANEOUS

SC-18.09 Tribal Sovereignty

SC 18.09 Add the following new paragraph after Paragraph 18.08:

Tribal Sovereignty. No provisions of this Agreement will be controlled by any of the signatories as abridging or debilitating nay 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.

ARTICLE 19 – 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 Owner's attorney can complete and execute the following "Certificate of Owner's Attorney" (Attachment GC-A) 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 19.02.B with the title "Conflict of Interest":

A. Contractor may not knowingly contract with a supplier or manufacturer if the individual or entity who prepared the 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 is about to employ, any of the above, has a financial interest in Contractor. Owner's officers, employees, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from Contractor or subcontractors.

SC 19.04 Add the following language after Article 19.03.A with the title "Gratuities":

A. If Owner finds after a notice and hearing that Contractor, or any of 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 that same remedies against Contractor as it could pursue in the event of a breach of this Contract by Contractor. As a penalty, in addition to any other damages to which it may be entitled by law, Owner may pursue exemplary damages in an amount (as determined by Owner) which shall not be less than three nor more than ten times the costs Contractor incurs in providing any such gratuities to any such officer or employee.

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

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

SC 19.06 Add, the following language after Article 19.05.A with the title "Small, Minority and Women's Businesses":

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

of this section; and (7) Contractor is encouraged to procure goods and services from labor surplus area firms.

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

A. Contractor shall comply with the Copeland Anti-Kickback Act (18 USC 874 and 40 USC 276c) as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Buildings or Public Works Financed in Whole or in Part by Loans or Grants of the United States"). The Act provides that Contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public facilities, to give up any part of the compensation to which they are otherwise entitled. Owner shall report all suspected or reported violations to Agency.

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

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

SC 19.09 Add the following after Article 19.08 with the title "State Energy Policy":

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

SC 19.10 Add the following after Article 19.09 with the title "Equal Opportunity Requirements":

A. If this Contract exceeds $10,000, Contractor shall comply with Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

B. Contractor's compliance with Executive Order 11246 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative active obligations required by the Standard Federal Equal Employment Opportunity Construction Contract Specifications, as set forth in 41 CFR Part 60-4 and its efforts to meet the goals established for the geographical area where the Contract is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the Contract, and in each trade, and Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting Contractor's goals shall be a violation of the Contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

C. Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the Contract resulting from this solicitation.

The notification shall list the name, address, and telephone number of the subcontractor; employer identification number; estimated dollar amount of subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the Contract is to be performed.

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

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

SC 19.12 Add the following after Article 19.11.A with the title "Environmental Requirements":

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

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

2) Floodplains – When disposing of excess, spoil, or other construction materials on public or private property, Contractor shall not fill in or otherwise convert 100 year floodplain areas delineated on the latest Federal Emergency Management Agency Floodplain Maps, or other appropriate maps, e.g., alluvial soils on NRCS Soil Survey Maps.

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

4) Endangered Species – Contractor shall comply with the Endangered Species Act, which provides for the protection of endangered and/or threatened species and critical habitat. Should any evidence of the presence of endangered and/or threatened species or their critical habitat be brought to the attention of Contractor, Contractor will immediately report this evidence to Owner and a representative of Agency. Construction shall be temporarily halted pending the notification process and further directions issued by Agency after consultation with the U.S. Fish and Wildlife Service.

5) Mitigation Measures – The following environmental mitigation measures are required on this Project: The list of environmental mitigation measures will be delivered to the Contractor at the preconstruction conference.

SC 19.14 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 and minor components waivers {add project specific waivers as applicable} apply to this contract."

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 the 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 SO 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 9f 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.

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

PERFORMANCE BOND

CONTRACTOR *(name and address)*:

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

OWNER *(name and address)*:

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**
_____ *(seal)*	_____ *(seal)*
Contractor's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	**By:** _____
Signature	Signature *(attach power of attorney)*
_____	_____
Print Name	Print Name
_____	_____
Title	Title
Attest: _____	**Attest:** _____
Signature	Signature
_____	_____
Title	Title

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

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

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

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

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

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

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

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

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

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

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

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14. Definitions

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

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

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

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

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

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

16. Modifications to this Bond are as follows:

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

PAYMENT BOND

CONTRACTOR *(name and address)*:

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

OWNER *(name and address)*:

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)*	_____ *(seal)*
Contractor's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	**By:** _____
Signature	Signature *(attach power of attorney)*
_____	_____
Print Name	Print Name
_____	_____
Title	Title
Attest: _____	**Attest:** _____
Signature	Signature
_____	_____
Title	Title

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

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.

4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.

5. The Surety's obligations to a Claimant under this Bond shall arise after the following:

    5.1 Claimants who do not have a direct contract with the Contractor,

        5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

        5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).

    5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).

6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.

7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

    7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

    7.2 Pay or arrange for payment of any undisputed amounts.

    7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.

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

12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in

the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

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

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

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

16. **Definitions**

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

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

16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

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

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

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

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

18. Modifications to this Bond are as follows:

FORM APPROVED
OMB NO. 0575-0042

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

No.	Agency Approval Date	Amount Additions	Amount Deductions
TOTALS		$0.00	$0.00
NET CHANGE		$0.00	$0.00

ESTIMATE

1. Original Contract	
2. Change Orders	$0.00
3. Revised Contract (1 + 2)	$0.00
4. Work Completed*	
5. Stored Materials*	
6. Subtotal (4 + 5)	$0.00
7. Retainage*	
8. Previous Payments	
9. Amount Due (6-7-8)	$0.00

** Detailed breakdown attached*

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. The 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.

RD 1924-18 (Rev. 6-97)

PPE-2

TYPICAL UNIT PRICE BREAKDOWN *

ITEM	DESCRIPTION	CONTRACT *(revised)* QUANTITY	CONTRACT *(revised)* UNIT PRICE	CONTRACT *(revised)* AMOUNT	THIS PERIOD QUANTITY	THIS PERIOD AMOUNT	TOTAL TO DATE QUANTITY	TOTAL TO DATE AMOUNT	% COM-PLETE
				$0.00		$0.00		$0.00	0
				$0.00		$0.00		$0.00	0
				$0.00		$0.00		$0.00	0
				$0.00		$0.00		$0.00	0
				$0.00		$0.00		$0.00	0
				$0.00		$0.00		$0.00	0
				$0.00		$0.00		$0.00	0
				$0.00		$0.00		$0.00	0
				$0.00		$0.00		$0.00	0
				$0.00		$0.00		$0.00	0
				$0.00		$0.00		$0.00	0
	TOTALS			$0.00		$0.00		$0.00	0

TYPICAL LUMP SUM PRICE BREAKDOWN *

ITEM	DESCRIPTION	SCHEDULED VALUE	WORK COMPLETED THIS PERIOD	WORK COMPLETED TO DATE	% COM-PLETE
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
	TOTALS	$0.00	$0.00	$0.00	0

TYPICAL STORED MATERIALS AND RETAINAGE BREAKDOWN *

MATERIALS STORED AT END OF THIS PAYMENT PERIOD

DESCRIPTION	QUANTITY	UNIT VALUE	AMOUNT
			$0.00
			$0.00
			$0.00
			$0.00

RETAINAGE

	THIS ESTIMATE	PERCENT	RETAINED
WORK COMPLETED:		%	
STORED MATERIALS:			
OTHER (explain)			
TOTAL			$0.00

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

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

FORM APPROVED
OMB NO.0575-0042

UNITED STATES DEPARTMENT OF AGRICULTURE
RURAL DEVELOPMENT AND
FARM SERVICE AGENCY

ORDER NO. 1

DATE

STATE KY

CONTRACT CHANGE ORDER

CONTRACT FOR: 2021 WATER SYSTEM IMPROVEMENTS
CONTRACT NO. 1

COUNTY SHELBY

OWNER:
U.S. 60 WATER DISTRICT

TO:

(Contractor)

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

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

JUSTIFICATION:

The amount of the Contract will be (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 _____ _____
(U.S. 60 Water District) (Date)

Recommended _____ _____
(Monarch Engineering, Inc.) (Date)

Accepted _____ _____
(Contractor) (Date)

Approved _____ _____
(USDA Rural Development) (Date)

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

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

NOTICE TO PROCEED

TO: _____ DATE: _____

_____ Project: U.S. 60 Water District

_____ Contract No. 1

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 2023, on or before _____, 2023. In accordance with the Agreement, the date of substantial completion is _____, and the date of readiness for final payment is _____, 2024, or, and the number of days needed to achieve readiness for final payment is 270 days.

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

_____

_____
U.S. 60 Water District

By: Pat Hargadon

Title: Chairman

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

by _____, this ___ day of _____, 2023.
(Contractor)

By: _____

Title: _____

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner:	U.S. 60 Water District	Owner's Contract No.:	
Contractor:		Contractor's Project No.:	
Engineer:	Monarch Engineering, Inc.	Engineer's Project No.:	2113
Project:	Contract No. 1	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: _____ (Authorized signature)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____

USDA
Form RD 400-6
(Rev.12-09)

Form Approved
OMB No. 0575-0018

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: or ☐ If the proposed nonconstruction 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):

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

Form AD-1048 (1/92)

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 Transaction," without modification, in all lower tier covered transaction 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 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)

_____

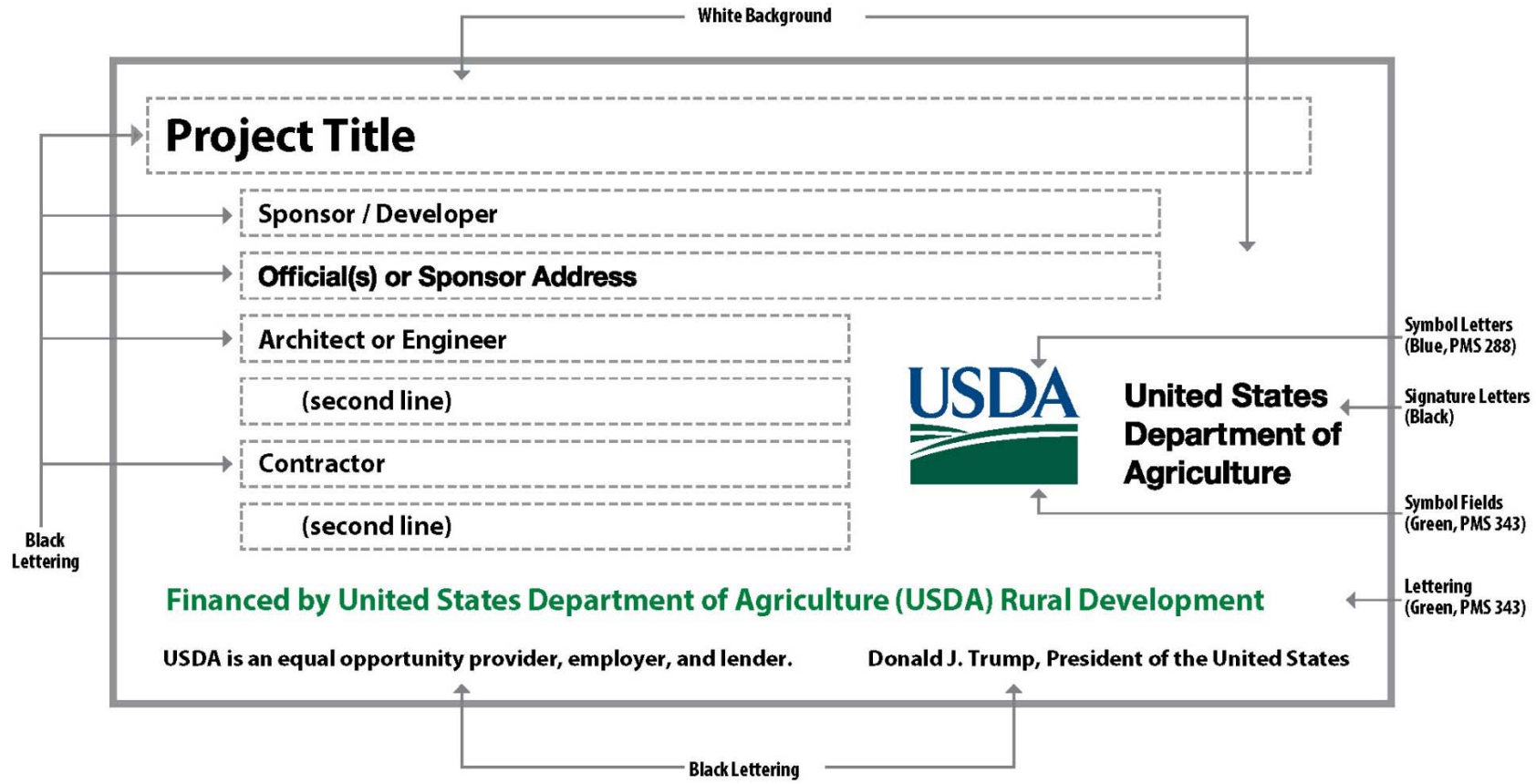
(title)

oOo

(08-21-91) PN 171

TEMPORARY CONSTRUCTION SIGN FOR
RURAL DEVELOPMENT PROJECTS

Recommended Fonts: Helvetica, Arial, or Myriad Pro



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

CERTFICATE OF OWNER'S ATTORNEY

PROJECT NAME: 2021 Water System Improvements - Contract No. 1

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; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with the terms, conditions, and provisions thereof.

_____

Name Date

AGENCY CONCURRENCE

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

_____

Agency Representative Date

_____

Name

ENGINEER'S CERTIFICATION OF FINAL PLANS AND SPECIFICATIONS

PROJECT NAME: 2021 Water System Improvements - Contract No. 1

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

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

Engineer Date

James Lee Mudd Jr. - Project Engineer

Name and Title

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 Approbations 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 Specialist Signature Date

_____

Printed Name

_____ _____

Borrower Signature or Approved Representative Date

Pat Hargadon, Chairman

Printed Name

_____ _____

Engineer's Signature Date

Lee Mudd, P.E., Monarch Engineering, Inc.

Printed Name

_____ _____

Contractor's Signature Date

_____

Printed Name

ENGINEER'S CERTIFICATION LETTER

DATE: MAY 19, 2023

RE: APPLICANT: U.S. 60 WATER DISTRICT
PROJECT NAME: 2021 WATER SYSTEM IMPROVEMENTS - CONTRACT NO. 1
CONTRACT NUMBER: 2113

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.

MONARCH ENGINEERING, INC.
Name of Engineering Firm (Print)

By Authorized Representative (Signature)

PRINCIPAL / PROJECT ENGINEER
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.

To be completed upon Approval and/or Purchase of Materials as required.

MANUFACTURER'S CERTIFICATION LETTER

TKB 1/31/2020

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	☐	Note
General • Waiver request includes the following information: — 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		
Cost Waiver Requests • Waiver request includes the following information: — 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		
Availability Waiver Requests • 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: — 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?		

EXAMPLE COST TABLE FOR A PROJECT COST WAIVER

AIS/Non-AIS Cost Comparison Table						
Specification	Item or Description	Quantity	Unit	Unit Price	Cost if applying AIS	Cost if a waiver to AIS is applied
					$ -	$ -
					$ -	$ -
					$ -	$ -
					$ -	$ -
					$ -	$ -
					$ -	$ -
					$ -	$ -
					$ -	$ -
					$ -	$ -
TOTAL COST:					**$0.00**	**$0.00**

AIS Materials Tracking

Project Name: 2021 Water System Improvements

Contract Number: Contract No. 1

Engineer: Monarch Engineering, Inc.

Name and Title: Lee Mudd, P.E.

Signature and Date:

Contractor: TBD

Name and Title: TBD

Signature and Date:

Total Cost of Materials as Specified in the Bid Tabs:	
Allowable Total De Minimus Amount (5% of all mate	0
Total Cost of De Minimus Items	0
Remaining Amount Allowed for Future De Minimus Items	0

Note 1: No single De Minimus item can be greater than 1% of total materials cost.

Note 2: All listed qualifying AIS must have a manufacturer's certification unless a waiver is obtained.

							De Minimus Only		Minor Components Only	
No.	Bid Item No.	Detailed Description of Qualifying or De Minimus Material	Quantity Delivered	Date Delivered	Manufacturer's Name City, State of Production	Certification Date	Cost per Item	Total Item Cost	Cost per Item	Cost of minor components
1	1-3	M.J. Fittings & Restraints								
2	1-3	M.J. Bolts & Nuts								
3	1-3	Tracer Wire Access Boxes								

4	1-3	Ductile Iron Pipe								
5	1-3	Tapping Sleeves								
6	2-3	Check Valves								
7	1-3	Gate Valves								
8	1-3	Valve Boxes and Lids								
9	1	Steel Pipe (Bollards)								
10	4	Meter Box Lids								
11	1-4	Reinforcing Steel (Rebar)								
12	1-3	Flanged Fittings								
13	1-3	Flange Bolts & Nuts								
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KENTUCKY TRANSPORTATION CABINET
Department of Highways
PERMITS BRANCH

TC 99-1A
Rev. 10/2020

APPLICATION FOR ENCROACHMENT PERMIT

KYTC KEPT #: 05-2023-00499

SECTION 1: APPLICANT CONTACT INFORMATION

APPLICANT U.S. 60 Water District	**ADDRESS** P.O. Box 97		
EMAIL pete@northshelbywater.com	**CITY** Bagdad	**STATE** KY	**ZIP** 40003
CONTACT NAME 1 David "Pete" Hedges, Manager	**EMAIL** pete@northshelbywater.com	**PHONE #** (502) 747-8942 **CELL #** (502) 220-0169	
CONTACT NAME 2 (*if applicable*) Lee Mudd	**EMAIL** lmudd@monarchengineering.net	**PHONE #** (502) 839-1310 **CELL #** (502) 604-0847	

SECTION 2: PROPOSED WORK LOCATION

ADDRESS 1421 Waddy Road	**CITY** Waddy		**STATE** Kentucky	**ZIP** 40076
COUNTY Shelby	**ROUTE #** 395	**MILE POINT** 8.921	**LONGITUDE** (*X*) 85° 4'3.09"W	**LATITUDE** (*Y*) 38° 9'38.07"N

ADDITIONAL LOCATION INFORMATION:
Proposed work is adjacent to Waddy Road in Shelby County, approximatelty 1/2 mile north of I-64.

FOR KYTC USE ONLY

PERMIT TYPE: ☐ Air Right ☐ Entrance ☒ Utilities ☐ Vegetation Removal ☐ Other: _____

ACCESS: ☐ Full ☐ Partial ☒ by Permit **LOCATION:** ☒ Left ☐ Right ☐ Crossing

SECTION 3: GENERAL DESCRIPTION OF WORK

M.P. 8.921 (Left) - Install 5-foot diameter pre-cast concrete check valve vault approximately 5 feet from right-of-way boundary.

See Applicants Plans, Sheet Attached

THE UNDERSIGNED APPLICANT(s), being duly authorized representative(s) or owner(s), DO AGREE TO ALL ORIGINAL UNEDITED TERMS AND CONDITIONS ON THE TC 99-1A, pages 1-4.

_____ 5.16.23

SIGNATURE **DATE**

This is not a permit unless and until the applicant(s) receives an approved TC 99-1B from KYTC. This application shall become void if not approved by the cancellation date. The cancellation date shall be a minimum of one year from the date the applicant submits their application.

APPLICATION FOR ENCROACHMENT PERMIT

TERMS AND CONDITIONS

1. The permit, including this application and all related and accompanying documents and drawings making up the permit, remains in effect and is binding upon the Applicant/Permittee, its successors and assigns, as long as the encroachment(s) exists and also until the permittee is finally relieved by the Department of Highways from all its obligations.

2. Applicant shall meet all requirements of the Clean Water Act if the project will disturb one acre or more, the applicant shall obtain a KPDES KYR10 Permit from the Kentucky Division of Water. All disturbed areas shall meet the requirements of the Department of Highway's Standard Specifications, Sections 212 and 213, as amended.

3. **INDEMNITY:**

- **A.** PERFORMANCE BOND: The permittee shall provide to the Department a performance bond according to the Permits Manual, Section PE-203 as a guarantee of conformance with the Department's Encroachment Permit requirements.
- **B.** PAYMENT BOND: At the discretion of the department, a payment bond shall be required of the permittee to ensure payment of liquidated damages assessed to the permittee.
- **C.** LIABILITY INSURANCE: Liability insurance shall be required of the permittee (in an amount approved by the department) to cover all liabilities associated with the encroachment.
- **D.** It shall be the responsibility of the permittee, its successors and assigns, to maintain all indemnities in full force and effect until the permittee is authorized to release the indemnity by the Department.

4. A copy of this application and all related documents making up the approved permit shall be given to the applicant and shall be made readily available for review at the work site at all times.

5. Perpetual maintenance of the encroachment is the responsibility of the permittee, its successors and assigns, with the approval of the Department as required, unless otherwise stated.

6. Permittee, its successors and assigns, shall comply with and agree to be bound by the requirements and terms of (a) this application and all related documents making up the approved permit, (b) by the Department's Permits Manual, and (c) by the Manual on Uniform Traffic Control Devices, both manuals as revised to and in effect on the date of issuance of the permit, all of which documents are made a part thereof by this reference. Compliance by the permittee, its successors and assigns, with subsequent revisions to applicable provisions of either manual or other policy of the Department may be made a condition of allowing the encroachment to persist under the permit.

7. Permittee agrees that this and any encroachment may be ordered removed by the Department at any time, and for any reason, upon thirty days written notice to the last known address of the applicant or to the address at the location of the encroachment. The permittee agrees that the cost of removing and of restoring the associated right-of-way is the responsibility of the permittee, its successors and assigns.

8. Permittee, its successors and assigns, agree that if the Department determines that motor vehicular safety deficiencies develop as a result of the installation or use of the encroachment, the permittee, its successors and assigns, shall provide and bear the expenses to adjust, relocate, or reconstruct the facilities, add signs, auxiliary lanes, or other corrective measures reasonably deemed necessary by the Department within a reasonable time after receipt of a written notice of such deficiency. The period within which such adjustments, relocations, additions, modifications, or other corrective measures must be completed will be specified in the notice.

9. Where traffic signals are required as a condition of granting the requested permit or are thereafter required to correct motor vehicular safety deficiencies, as determined by the Department, the costs for signal equipment and installation(s) shall be borne by the permittee, its successors and assigns and the Department in its reasonable discretion and only in accordance with the Department's current policy set forth in the Traffic Operations Manual and Permits Manual. Any modifications to the permittee's entrance necessary to accommodate signalization (including necessary easement(s) on private property) shall be the responsibility of the permittee, its successors and assigns, at no expense to the Department.

APPLICATION FOR ENCROACHMENT PERMIT

10. The requested encroachment shall not infringe on the frontage rights of an abutting owner without their written consent as hereinafter described. Each abutting owner shall express their consent, which shall be binding on their successors and assigns, by the submission of a notarized statement as follows, "I (we), _____, hereby consent to the granting of the permit requested by the applicant along Route _____, which permit does affect frontage rights along my (our) adjacent real property." By signature(s) _____, subscribed and sworn by _____, on this date _____.

11. The permit, if approved, is subject to the agreement that it shall not interfere with any similar rights or permit(s) previously granted to any other party, except as otherwise provided by law.

12. Permittee shall include documentation which describes the facilities to be constructed. Permittee, its successors and assigns, agree as a condition of the granting of the permit to construct and maintain any and all permitted facilities or other encroachments in strict accordance with the submitted and approved permit documentation and the policies and procedures of the Department. Permittee, its successors and assigns, shall not use facilities authorized herein in any manner contrary to that prescribed by the approved permit. Only normal usage as contemplated by the parties and by this application and routine maintenance are authorized by the permit.

13. Permittee, its successors and assigns, at all times from the date permitted work is commenced until such time as all permitted facilities or other encroachments are removed from the right-of-way and the right-of-way restored, **shall defend, protect, indemnify and save harmless** the Department from any and all liability claims and demands arising out of the work, encroachment, maintenance, or other undertaking by the permittee, its successors and assigns, related or undertaken pursuant to the granted permit, due to any claimed act or omission by the permittee, its servants, agents, employees, or contractors. This provision shall not inure to the benefit of any third party nor operate to enlarge any liability of the Department beyond that existing at common law or otherwise if this right to indemnity did not exist.

14. Upon a violation of any provision of the permit, or otherwise in its reasonable discretion, the Department may require additional action by the permittee, its successors and assigns, up to and including the removal of the encroachment and restoration of the right-of-way. In the event additional actions required by the Department under the permit are not undertaken as ordered and within a reasonable time, the Department may in its discretion cause those or other additional corrective actions to be undertaken and the Department shall recover the reasonable costs of those corrective actions from the permittee, its successors and assigns.

15. Permittee, its successors and assigns, shall use the encroachment premises in compliance with all requirements of federal law and regulation, including those imposed pursuant to Title VI of the Civil Right Act of 1964 (42 U.S.C. § 2000d et seq.) and the related regulations of the U.S. Department of Transportation in Title 49 C.F.R. Part 21, all as amended.

16. Permittee, its successors and assigns, agree that if the Department determines it is necessary for the facilities or other encroachment authorized by the permit to be removed, relocated or reconstructed in connection with the reconstruction, relocation or improvement of a highway, the Department may revoke permission for the encroachment to remain under the permit and may order its removal, relocation or reconstruction by the permittee, its successors and assigns, at the expense of the permittee, except where the Department is required by law to pay any or all of those costs.

APPLICATION FOR ENCROACHMENT PERMIT

17. Permittee agrees that the authorized permit is personal to the permittee and shall remain in effect until such time as (a) the permittee's rights to the adjoining real property to have benefitted from the requested encroachment have been relinquished, (b) until all permit obligations have been assumed by appropriate successors and assigns, and (c) unless and until a written release from permit obligations has been granted by the Department. The permit and its requirements shall also bind the real property to have benefitted from the requested encroachment to the extent permitted by law. The permit and the related encroachment become the responsibility of the successors and assigns of the permittee and the successors and assigns of each property owner benefitting from the encroachment, or the encroachment may not otherwise permissibly continue to be maintained on the right-of-way. (Does not apply to utility encroachments serving the general public.)

18. If work authorized by the permit is within a highway construction project in the construction phase, it shall be the responsibility of the permittee to make personal contact with the Department's Engineer on the project in order to coordinate all permitted work with the Department's prime contractor on the project.

19. This permit is not intended to, nor shall it, affect, alter or alleviate any requirement imposed upon the permittee, its successors and assigns, by any other agency.

20. Permittee, its successors and assigns, agree to contain and maintain all dirt, mud, and other debris emanating from the encroachment away from the surrounding right-of-way and the travel way of the highway hereafter and at all times that its obligations under the permit remain in effect.

21. Before You Dig: The contractor is instructed to call 1-800-752-6007 to reach KY 811, the One-Call system for information on the location of existing underground utilities. The call is to be placed a minimum of two (2) and no more than ten (10) business days prior to excavation. The contractor should be aware that the owners of underground facilities are not required to be members of the KY 811 One-Call Before U-Dig (BUD) service. The contractor must coordinate excavation with the utility owners, including those whom do not subscribe to KY 811. It may be necessary for the contractor to contact the County Clerk to determine what utility companies have facilities in the area.

22. The undersigned Utility acknowledges ownership and control of the facilities proposed to be installed, modified, or extended by the Applicant/Permittee and agrees to be bound by the requirements and terms of this application and all related documents making up the approved permit, by the Department's Permits Guidance Manual, and by all applicable regulations and statutes in effect on the date of issuance of the permit. This information and application is certified correct to the best knowledge and belief of the undersigned Utility.

U.S. 60 Water District
UTILITY

David "Pete" Hedges	Manager
NAME (Utility Representative)	TITLE (Utility Representative)
	5/16/2023
SIGNATURE (Utility Representative)	DATE

Kentucky 811 Know what's below. Call before you dig.

To Submit a Locate Request
24 Hours a Day, Seven Days a Week:
Call 811 or 800-752-6007

Kentucky Transportation Cabinet
Department of Highways
Permits Branch

ENCROACHMENT PERMIT

KEPTS No.: 05-2023-00499

Permittee: U.S. 60 Water District

Latitude: 38.160575

Longitude: -85.067525

Completion Date: 05-16-2024

Coordinates provided on the TC 99-1(B) are the approved location for this permit.

Indemnities		
Type	Amount Required	Tracking Number
Performance Bond	$1,000.00	
Payment Bond		
Liability Insurance		

This permit has been:

APPROVED ☒ **DENIED** ☐

Tara Young, P.E. — Transportation Engineer II

NAME **TITLE**

SIGNATURE **DATE**

The TC 99-1(B), including the application TC-99 1(A) and all related and accompanying documents and drawings make up the permit. It is not a permit unless both the TC 99-1(A) and TC 99-1(B) are both present.

ENCROACHMENT PERMIT GENERAL NOTES & SPECIFICATIONS

I. SAFETY

A. General Provisions

- All signs and control of traffic shall be in accordance with the Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways, latest edition, Part **6,** and safety requirements shall comply with the KYTC Permits Manual. Federal law requires that traffic control shall be implemented in accordance with MUTCD standards, KYTC's Standard Specifications for Road and Bridge Construction (KYTC SSRBC), current edition and under the supervision of a certified Work Zone Traffic Control Supervisor.

- All work necessary in shoulder or ditch line areas of a state highway shall be scheduled to be promptly completed so that hazards adjacent to the traveled way are kept to an absolute minimum.

- No more than one (1) traveled-lane shall be blocked or obstructed during normal working hours. All signs, flaggers and other devices during lane closures shall conform to the MUTCD. The traveled-way and shoulders shall be kept clear of mud and other construction debris at all times during construction of the permitted facility. No non-construction equipment or vehicles or office trailers shall be allowed on the right of way during working hours. The right of way shall be left free and clear of equipment, material, and vehicles during non-working hours.

- When necessary to block one (1) traveled-lane of a state highway, the normal working hours shall be as directed by the Department. No lanes shall be blocked or obstructed during adverse weather conditions (rain, snow, fog, etc.) without specific permission from the Department.

- Normal working hours for lane closures shall be between **9:00 A.M.—3:00 P.M., weekdays**. All exceptions regarding lane closures and working hours must be submitted and approved in advance by the Department.

- All materials and methods of construction shall be in accordance with the latest edition of the KYTC SSRBC.

- Date and time restrictions pertaining to this permit are as follows:

B. Explosives

- No explosive devices or explosive material shall be used within state right of way without proper license and approval of the Kentucky Department of Mines and Minerals, Explosive Division.

C. OSHA

- Kentucky Occupational Safety and Health Standards for the construction industry, which has the effect of law, states in part: (Page 52, 1926.651, Specific Excavation Requirements) "Prior to opening an excavation, effort shall be made to determine whether underground installations, (sewer, telephone, water, fuel, electric lines, etc.) will be encountered, and if so, where such underground installations are located. When the excavation approaches the estimated location of such an installation, the exact location shall be determined, and when it is uncovered, proper supports shall be provided for the existing installation. Utility companies shall be contacted and advised of proposed work prior to the start of actual excavation."

D. Archaeological

- Whenever materials of an archaeological nature are discovered during the course of construction work or maintenance operations, contact shall be made immediately with the Division of Environmental Analysis, which maintains an archaeologist on staff, or with the Office of the State Archaeologist located at the University of Kentucky. Following this consultation, further action shall be decided on a case-by-case basis by the State Highway Engineer or the Transportation Planning Engineer or their designated representative.

E. Environmental

- If the activity to which this permit related disturbs one acre of more of land, you must obtain a KPDES KYR10 permit. Information can be found at http://water.ky.gov/permitting/Pages/GeneralPermits.aspx

II. UTILITIES

- The permittee shall be responsible for any damage to existing utilities. Any utility modifications or relocations within state right of way necessary, as determined by the Department or by the owner of the utility, shall be at the expense of the permittee and subject to the approval of the Department.
- All existing manholes and valve boxes shall be adjusted to be flush with finished grade.
- Encasement pipe shall conform to current standards for highway crossings in accordance with the KYTC Permits Manual. Pipe encasing shall not be required if the pipe interior diameter is 2" or less.
- Parallel utilities shall be constructed between back slope of ditch line and right-of-way line and shall have a minimum of 30" cover above top of pipe or conduit.
- All pavement cuts shall be restored per KYTC SSRBC and the District 5 Pavement Restoration drawing.
- Aerial crossing of utility lines shall have a minimum clearance of 18' from the high point of the roadway to the low point of the line.
- The clear zone requirement shall be met to the extent possible in accordance with the AASHTO Roadside Design Guide.
- The minimum depth for underground utilities is 42" under roadways, ramps, and ditch lines, and a minimum depth of 30" in all other areas within state right of way except for natural gas and petroleum fraction lines.
- Natural gas and petroleum fraction lines require a minimum depth of 60" under roadways, ramps, and ditch lines and a minimum depth of 42" cover when located outside of ditch lines.
- Any excavation within 3' of edge of pavement will require flowable fill as backfill. Flowable fill shall be in accordance with the KYTC SSRBC.

Utility notes specific to fully-controlled access highways ONLY:

- All work necessary within the right-of-way shall be performed behind a temporary woven wire fence erected prior to the start of work. The temporary fence shall be removed immediately upon completion of work on the right-of-way, and the control of access immediately restored to original condition, in accordance with the KYTC SSRBC. All vents, valves, manholes, etc., shall be located outside of the right-of-way. Encasement pipe shall extend from right-of-way line to right-of-way line and shall be one continuous run of pipe. The encasement pipe shall be welded at all joints. The boring pit and tail ditch shall extend past the existing toe of slope or bottom of ditch line and shall be a minimum of 42" deep. Work in interstate right-of-way requires approval from Federal Highway Administration (FHWA).

III. DRAINAGE

- Any negative impact to existing drainage will be the applicant's responsibility to repair in accordance with the KYTC SSRBC.
- All pipe shall be laid in a straight alignment, to proper grades, and with all materials and methods of installation including bedding and joint seating.
- Ensure no standing water on or along any new construction, regardless of existing conditions. This includes, but is not limited to: curb & gutter, header curb, entrances, sidewalk ramps, etc. If pooling water or evidence of such is found during the final inspection, the Permittee will be required to remedy prior to release of the permit.
- All drainage structures and appurtenances (manholes, catch basins, curbing, inlet basins, etc.) shall conform to the KYTC SSRBC and shall be constructed in accordance with the KYTC Standard Drawings.

Permit Number: 05-2023-00499

IV. PAVING

- No bituminous pavement shall be installed within the right of way between November 15 and April 1, nor when the temperature is below 40 degrees Fahrenheit, without the express written consent of the Department. No bituminous pavement shall be installed when the underlying course is wet.

- Paving within the right of way shall be as follows:
  - Base (Type):_____, (Thickness)_____
  - Base (Type):_____, (Thickness)_____
  - Base (Type):_____, (Thickness)_____
  - Finished Surface (Type)_____, (Thickness)_____

- ***Paving requirements specific to this permit:***

- Any permittee performing road cuts must restore the pavement to pre-existing conditions. Pictures/videos are recommended to ensure proper placement of signs and pavement markings that are temporarily removed for paving operations. In some cases, a pre-work inventory may be requested from the Department. Per Section 713 of the KYTC SSRBC, prepare and keep a written record of the locations of existing pavement markings, and furnish a copy to the Department before removing or obliterating the markings. Notify the Department a minimum of 14 calendar days prior to re-installing the final markings to verify if any modifications are needed.

- Existing pavement and shoulder material shall be removed to accommodate the above paving specifications. Existing pavement shall be removed until full depth mainline pavement is encountered to prevent any deficient sections. If field conditions do not match the plan and additional removal is required to ensure full depth pavement, contact the Department for approval of removal limits.

- The finished surface of all new pavement within the right-of-way shall be true to the required slope and grade, uniform in density and texture, free of irregularities, and equivalent in riding qualities to the adjacent highway pavement or as determined by KYTC or the KYTC SSRBC.

- All materials and methods of construction, including base and subgrade preparation, shall be in accordance with KYTC's Standard Specifications. Notify the Department a minimum of 48 hours prior to beginning paving operations.

  Phone: 502-210-5400**;** Permits Section

- Existing edge of pavement shall be saw-cut to provide a straight and uniform joint for new pavement. An approved joint sealer, in accordance with the KYTC SSRBC (latest edition), shall be applied between new and existing pavements. Ensure the remaining pavement section is sufficient and matches the planned section. If the existing pavement section is thinner, contact the Department prior to continuing construction to determine if additional pavement needs to be removed.

V. ENTRANCES

- KYTC does not take responsibility for any plans associated with an approved permit. All plans shall be reviewed and stamped by a Professional Engineer and shall conform to all KYTC and any other applicable standards. Even after approval of the permit, if the Department finds any of the construction requires modification to meet standards or if a design or construction flaw is discovered, direction will be given to the Permittee and the change performed at no cost to the Department.

- Encroachment permits issued by KYTC in no way supersede local planning/zoning requirements or subdivision regulations. KYTC has no authority with zoning changes.

- Commercial entrances must be paved to the right-of-way line. Any deviations must be approved by KYTC before installation.

- KTYC can dictate drainage improvement installation during construction or after the entrance is at final grade. The permit release does not release the permit applicant from drainage maintenance.

- Signs (ground-mounted and span-mounted), stop bars, crosswalk, and proper lane markings must be in-place before the entrance is open for traffic. Lane width modifications must be approved by the Department.

VI. TRAFFIC

- Any contractor performing work within the vicinity of KYTC roadway lighting / school zone flashers or any Intersection with a traffic signal must specifically request traffic signal locates at least **two (2)** weeks prior to starting work in the right of way. For work near roadway lighting, request locates from the KYTC District 5 Traffic section at 502-338-5273. For work near traffic signals or school flashers in Jefferson County, contact Tammy Baum at 502-574-3261. For work near traffic signals or school flashers outside Jefferson County, request locates from the KYTC District 5 Traffic section at 502-550-0803.
- The applicant must document the condition of all KYTC Roadway signage that is within the work area, prior to beginning work. The applicant must ensure that any signs impacted by the permitted work remain in place, whenever possible and remain undamaged. In the event that any signs have to be removed, it is the applicant's responsibility to document the sign's location before removal and to install the original or new sign per KYTC Standards for sign installation at the same or approximate location. If any questions arise about sign placement, the applicant must contact the District 5 Traffic section for comments.
- Any thermoplastic or striping damaged during the encroachment must be restored in a timely manner per KYTC SSRBC. Stop bars, arrows, words and crosswalks shall be thermoplastic material and all markings must be replaced / refreshed in their entirety. This work must be performed by a KYTC pre-qualified contractor.
- Any work within 10' of a pole, pole base or traffic facility must receive prior approval from the District 5 Traffic Engineer. Excavating near a signal, lighting pole or anchoring facility must be done so that it does not impact the structural integrity of the pole or base. The applicant must show calculations and plans for the excavation before receiving approval.
- If the scope of the permit involves a signal build or rebuild, it is the applicant's responsibility to apply for any required electrical service & pay for any associated fees, as well as request a field inspection and activation from the KYTC District 5 Traffic section. If the signal modifications require timing or phasing changes, this must be requested at least **two (2)** weeks in advance of the desired change. Applicant will be required to provide variable message boards for all approaches to notify motorists of the signal's activation, at least **two (2)** weeks prior to the turn on date. KYTC will not take ownership of permitted signals until the electrical inspection is formally accepted and approved.
- Work which impacts traffic loops requires 48-hour notice to the KYTC District 5 Traffic signal section at 502-550-0803. Accidental damage of a traffic loop must be reported immediately to the KYTC District 5 Traffic signal section at 502-550-0803 (Evenings / Weekends - 502-564-2080). Traffic loops out of operation for more than five working days will subject the applicant to the possible cancellation of the permit and a claim against the bond for the cost of the repairs. Loop repair must be performed by a KYTC pre-qualified contractor and must be coordinated with the KYTC District 5 Traffic section.

Permit Number: 05-2023-00499

VII. SIDEWALK SPECIFICATIONS

A. New Sidewalks

- Sidewalks shall be constructed of Class A concrete (3,500 psi.), shall be a minimum of 5' in width, 8" in thickness across the bituminous entrance, and 4" in thickness across the remaining sections. The width of the sidewalk must meet current ADA (Americans with Disabilities Act) guidelines.

- Sidewalks shall have tooled joints not less than 1" in depth at five (5') foot intervals, and pre-molded expansion joints extending entirely through the sidewalk at intervals not to exceed 50'. See more in Section 505 of the KYTC SSRBC for information relating to this requirement.

- All new sidewalk construction shall demonstrate a cross-slope less than or equal to 2.0% in accordance with ADA standards. Constructing sidewalk with a cross-slope of 1.5% is recommended.

- All new sidewalk construction will be inspected utilizing a 24" long digital inclinometer, with data measured to the **tenth of a percent-grade accuracy**.

B. Existing Sidewalks

- Use of the sidewalk shall not be blocked or obstructed and a usable walkway shall be maintained across the construction area at all times per ADA requirements and MUTCD specifications. Sidewalk closures must be approved by the Department before implementation.

- The location and design of ADA ramps (truncated domes/tactile warnings/etc.) will need to be field verified by the Department before installation. Any retrofitting will require the adherence to current ADA guidelines. If field conditions do not match the plans, contact the Department for approval of any modifications.

- Any section of sidewalk that becomes damaged shall be entirely replaced to match existing sections.

VIII. RIGHT OF WAY RESTORATION

- All disturbed portions of the right of way shall be restored to grass as per KYTC SSRBC (latest edition). A satisfactory turf, as determined by the Department, shall be established by the permittee prior to release of indemnity. Sodding or seeding shall be as follows:

  Lawn or High Maintenance Situation: 70% Lawn Fescue (e.g., variety - Falcon) and 30% Bluegrass or 70% Lawn Rye (e.g., variety - Derby) and 30% Bluegrass

  Right of Way Lawn Maintenance Situation: 70% KY 31 Fescue and 30% Perennial Rye Grass or 100% KY Fescue

- Two tons of clean straw mulch per acre of seeding.

- Prior to seeding, the ground shall be prepared in accordance with the KYTC SSRBC (latest edition).

- Substitutes for sod such as artificial turf, rocked mulch, or paved areas may be acceptable if they are aesthetically pleasing and receive prior approval from KYTC.

- All ditch-flow lines and all ditch-side slopes shall be sodded.

- Existing concrete right of way markers shall not be disturbed. If damaged in any way, they shall be entirely replaced by the permittee with new concrete markers to match the original markers, in accordance with Kentucky Department of Highways Standard Drawing for Right-Of-Way Monuments (current version). Markers that are entirely removed shall be re-established in the proper locations by the permittee and to the satisfaction of the Department. All right of way monuments must be installed by a licensed Land Surveyor.

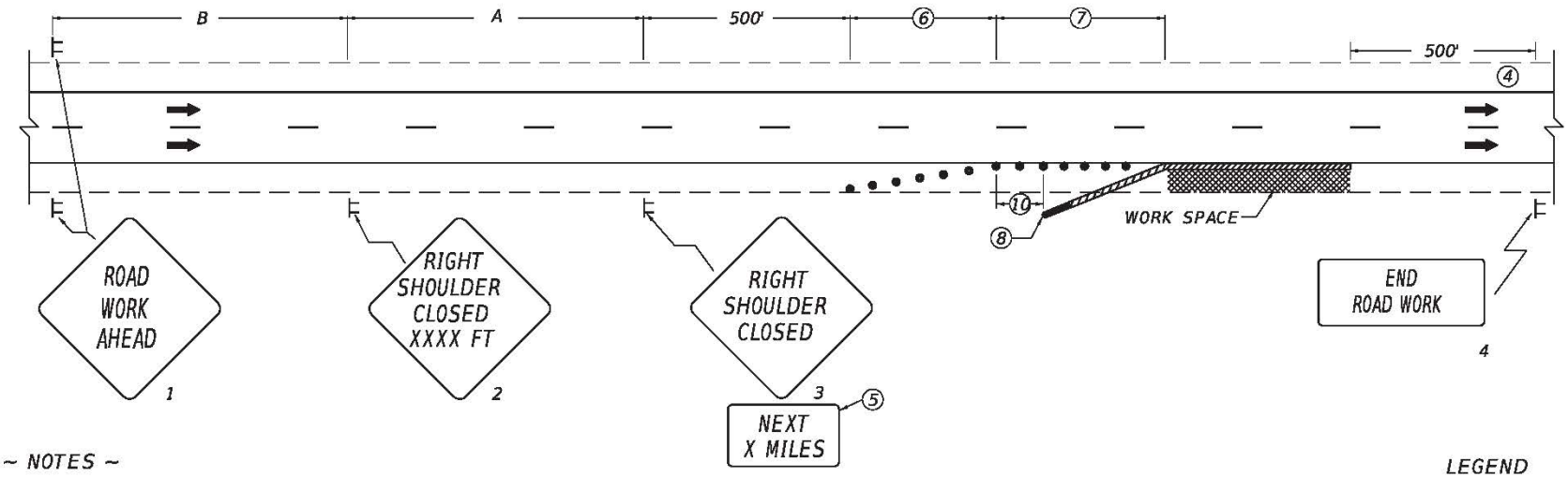
Permit Number: 05-2023-00499

IX. RIGHT OF WAY FENCE RESTORATION

- The replacement fence shall be a height of at least 48” and shall be of sufficient density to contain all animals (if applicable).
- The replacement fence shall be a minimum of 1’ and a maximum of 2’ outside the right-of-way line.
- The fence materials and design shall meet accepted industry standards and be treated as paintable. Durable finish materials such as vinyl are also acceptable.
- The permittee shall be required to maintain the fence in a high state of service. Access from the roadway for the purpose of maintenance will not be allowed. All work on the fence must be accessed from private property.
- The existing fence shall be removed by permittee and stored at the Department’s maintenance storage yard for future reuse by the Department. If not, the Department must be reimbursed for the cost of the fence removed from the site.

NOTICE TO PERMITTEE

THE PERMITTEE AGREES THAT ALL WORK WITHIN THE EXISTING RIGHT OF WAY SHALL BE DONE IN ACORDANCE WITH THE PLANS AS APPROVED AND PERMITTED BY AN ENCROACHMENT PERMIT. ANY CHANGES OR VARIANCES MADE AT THE TIME OF CONSTRUCTION WITHOUT WRITTEN APPROVAL FROM THE DEPARTMENT OF HIGHWAYS SHALL BE REMOVED BY THE PERMITTEE AT NO EXPENSE TO THE DEPARTMENT OF HIGHWAYS AND SHALL BE REDONE BY THE PERMITTEE TO CONFORM WITH THE APPROVED PLANS.



~ NOTES ~

1. THE SIZE OF SIGNS 1 THRU 3 SHALL BE 48" X 48" WITH 30" X 24" SUPPLEMENTAL PLAQUES FOR EXPRESSWAYS/FREEWAYS. THE MINIMUM SIZE OF SIGNS 1 THRU 3 SHALL BE 36" X 36" WITH 24" X 18" SUPPLEMENTAL PLAQUES FOR OTHER ROADWAYS. SIGN NO. 4 SHALL BE 48" X 24" FOR EXPRESSWAYS/FREEWAYS AND 36" X 18" FOR OTHER ROADWAYS. A FREEWAY IS AS A DIVIDED HIGHWAY WITH FULL CONTROL OF ACCESS. AN EXPRESSWAY IS DEFINED AS A DIVIDED HIGHWAY WITH PARTIAL CONTROL OF ACCESS.
2. SIGN 1 SHALL NOT BE DUAL-MOUNTED ON TWO-LANE, TWO-DIRECTION HIGHWAYS OR ON MULTI-LANE HIGHWAYS WHERE MEDIAN IS NOT WIDE ENOUGH TO MAINTAIN LATERAL CLEARANCES SHOWN IN THE MUTCD. SIGNS 2 AND 3 SHALL BE INSTALLED ONLY ON THE SIDE OF THE AFFECTED SHOULDER.
3. DRUMS SHALL BE USED IN LIEU OF CONES IF CLOSURE EXTENDS INTO NIGHTTIME HOURS. GRABBER CONES MAY BE USED IN LIEU OF DRUMS IF THE USE OF DRUMS WOULD RESULT IN LANES THAT ARE TOO NARROW OR AN UNACCEPTABLE SITUATION BASED ON ENGINEERING JUDGMENT.

(4) ON TWO-LANE TWO-DIRECTION HIGHWAYS, SIGNS 1 THRU 3 SHALL BE INSTALLED ON THE APPROACH WITH THE RIGHT SHOULDER CLOSED. A "ROAD WORK AHEAD" AND "SHOULDER WORK" SIGN SHALL BE INSTALLED ON THE OPPOSITE APPROACH. THE "SHOULDER WORK" SIGN SHALL BE MOUNTED IN ADVANCE OF THE CLOSURE AT A SPACING OF "A" (SEE SIGNING AND SPACING TABLE). AN ADDITIONAL "ROAD WORK AHEAD" SIGN SHALL BE INSTALLED IN ADVANCE OF THE "SHOULDER WORK" SIGN AT A SPACING OF "B".

(5) WHEN THE END OF THE CLOSURE CANNOT BE SEEN BY ROAD USERS, A "NEXT X MILES" PLAQUE SHALL BE INSTALLED BELOW THE "SHOULDER CLOSED" SIGN. THE PLAQUE SHALL BE 36" X 30" FOR EXPRESSWAYS/FREEWAYS AND 24" X 18" FOR OTHER ROADWAYS.

(6) TAPER LENGTH SHALL BE 0.33 L. SPACING OF CHANNELIZING DEVICES THROUGH THE SHOULDER TAPER SHOULD BE 40'.

(7) SPACING OF CHANNELIZING DEVICES THROUGH THE REMAINDER OF THE CLOSURE SHOULD BE 80'.

(8) TEMPORARY TRAFFIC BARRIER SHALL BE REQUIRED ONLY IF DESIGNATED ELSEWHERE IN THE PLANS. IN ORDER TO MITIGATE THE EFFECT OF STRIKING THE END OF A TEMPORARY TRAFFIC BARRIER, THE END SHALL BE INSTALLED IN ACCORDANCE WITH THE ROADSIDE DESIGN GUIDE BY FLARING (SEE TABLE) UNTIL THE END IS OUTSIDE THE ACCEPTABLE CLEAR ZONE OR BY PROVIDING CRASHWORTHY END TREATMENTS. FLATTER FLARE RATES MAY BE USED.

9. THE COLOR OF BARRIER WALL DELINEATORS SHALL MATCH THE COLOR OF THE EDGE LINE THAT THEY SUPPLEMENT.
10. BUFFER SPACE (OPTIONAL). REFER TO TABLE 6C-2 OF THE MUTCD FOR GUIDANCE ON BUFFER SPACE LENGTH.

BID ITEMS AND UNIT TO BID
REFER TO SECTION 112 OF STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, CURRENT EDITION.

LEGEND

- TEMPORARY TRAFFIC BARRIER
- SIGN
- CHANNELIZING DEVICES
  - CONES
  - DRUMS
- CRASH CUSHION

MAXIMUM FLARE RATES FOR TEMPORARY TRAFFIC BARRIER			
DESIGN SPEED	70 MPH	60 MPH	50 MPH
FLARE RATE	15:1	14:1	11:1

SIGNING AND SPACING TABLE			
ROAD TYPE	A	B	L
EXPRESSWAY/ FREEWAY	1000'	1600'	840'
SP. LT. ≥ 45 MPH*	500'	500'	680'
SP. LT. ≤ 40 MPH*	500'	500'	320'

*NOTE: USE NORMAL POSTED SPEED LIMIT

DRAWING NOT TO SCALE

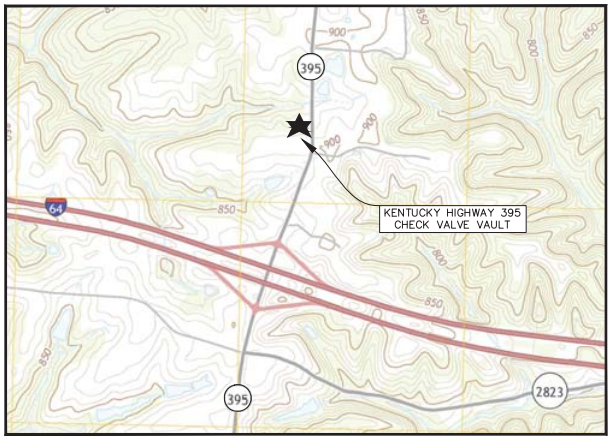
KENTUCKY DEPARTMENT OF HIGHWAYS

SHOULDER CLOSURE

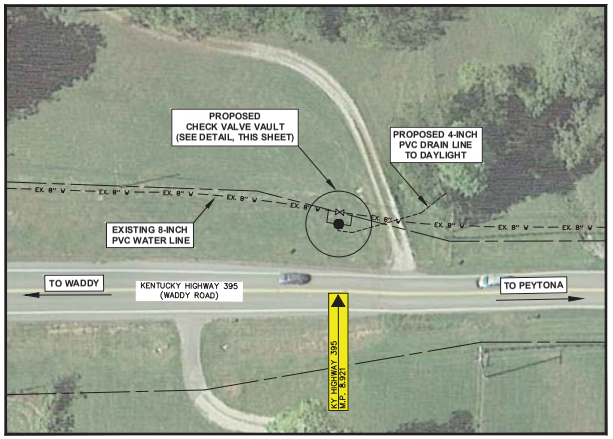
STANDARD DRAWING NO. TTC-135-03

SUBMITTED R. Allen Wells, DIRECTOR DIVISION OF TRAFFIC OPERATIONS 02-26-20 DATE

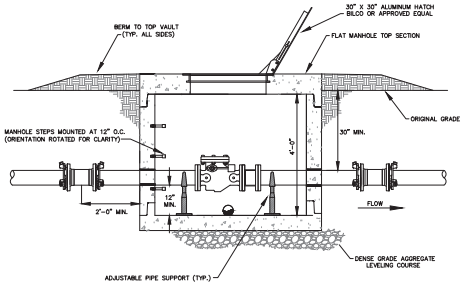
APPROVED _____, STATE HIGHWAY ENGINEER 02-26-20 DATE



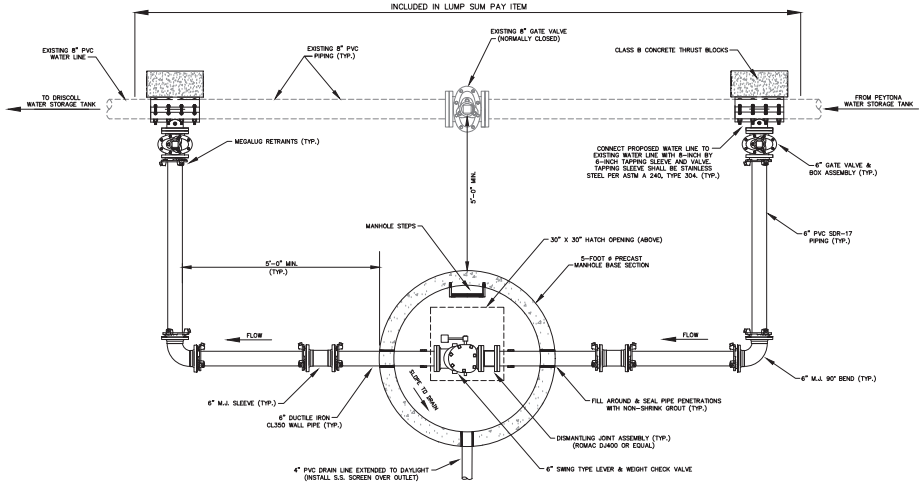
LOCATION MAP



SITE PLAN



SECTION VIEW



PLAN VIEW

PROPOSED CHECK VALVE VAULT
KENTUCKY HIGHWAY 395

SCALE: N.T.S.

DOT-13

Monarch Engineering, Inc.
556 CARLTON DRIVE
LAWRENCEBURG, KY 40342

DESCRIPTION: KENTUCKY HIGHWAY 395
CHECK VALVE VAULT

CUSTOMER: US 60 WATER DISTRICT
SPENCER COUNTY, KENTUCKY

PROJECT NO.	2113
DATE:	MAY 2023
DRAWN BY:	JLM
CHECKED BY:	DSB
CHECKED BY:	DMB
SCALE:	N.T.S.

SHEET: UV-1

STATE OF KENTUCKY
JAMES LEE WOOD JR.
28693
LICENSED PROFESSIONAL ENGINEER

NOTICE OF COMPLETION OF ENCROACHMENT PERMIT WORK

PERMITTEE

Name: US 60 Water District
Contact Person: David Pete Hedges
Address: PO BOX 97
City: Bagdad
State: Kentucky
Zip: 40003
Telephone:

PROJECT IDENTIFICATION

Permit Number: 05-2023-00499

I wish to notify the Department of Highways that the above mentioned permit work and any necessary right-of-way restoration have been completed and are ready for final inspection.

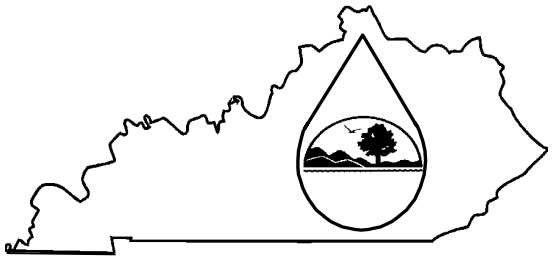
_____
Permittee

Please return this form to the address below when work is completed and ready for final inspection.

Please Return to: Permit Engineer
Department of Highways, District 5 Office
8310 Westport Road
Louisville, Kentucky 40242
(502) 210-5400
www.transportation.ky.gov/

LOCATION(S)			
Description	**County - Route**	**Latitude**	**Longitude**
1421 Waddy Road Waddy 40076	Shelby - KY 395	38.160514	-85.067005

FORM NOI-SWCA



KENTUCKY POLLUTION DISCHARGE ELIMINATION SYSTEM (KPDES)

Notice of Intent (NOI) for coverage of Storm Water Discharges Associated with Construction Activities Under the KPDES Storm Water General Permit KYR100000

This is an application for:

☐ New construction activity.
☐ Modification of coverage for additional area in same watershed.
☐ Modification of coverage for additional area in different watershed.

If Modification is checked, state reason for Modification:	

For Agency Use	Permit No. (Leave Blank)	**K**	**Y**	**R**	**1**	**0**				
For Agency Use	AI ID (Leave Blank)									

SECTION I – FACILITY OPERATOR INFORMATION

Operator Name(s)*:	Phone:*	
Mailing Address:*	Status of Owner/Operator: ☐Private ☐State ☐Federal ☐Public(other than state or federal)	
City:*:	State:*	Zip Code:*

SECTION II – FACILITY/SITE LOCATION INFORMATION

Name of Project:*	Physical Address:*	City:*
State:*	Zip Code:*	County:*
Latitude (decimal degrees):*	Longitude (decimal degrees):*	SIC Code:*

SECTION III – SITE ACTIVITY INFORMATION

For single projects provide the following information

Total Number of acres in project:*	Total Number of acres to be disturbed:*	Start date:	Completion date:

For common plans of development projects provide the following information

Total Number of acres in project:*	Number of individual lots in development:	Number of lots to be developed:
Total acreage intended to be disturbed:*	Number of acres intended to be disturbed at any one time:	
Start date:	Completion date:	List Contractors:

SECTION IV – DISCHARGE TO A WATER BODY

Name of Receiving Water:*	Anticipated number of discharge points:
Location of anticipated discharge points: Latitude (decimal degrees):*	Longitude (decimal degrees):*
Receiving Water Body Stream Use Designation	☐Cold Water Aquatic Habitat ☐Domestic Water Supply ☐Outstanding State Resource Water ☐Secondary Contact Recreation ☐Primary Contact Recreation ☐Warm Water Aquatic Habitat
Antidegradation Categorization	☐Outstanding National Resource Water ☐Exceptional Water ☐High Quality Water ☐Impaired Water
Name of Receiving Water:*	Anticipated number of discharge points:
Location of anticipated discharge points: Latitude (decimal degrees):*	Longitude (decimal degrees):*
Receiving Water Body Stream Use Designation	☐Cold Water Aquatic Habitat ☐Domestic Water Supply ☐Outstanding State Resource Water ☐Secondary Contact Recreation ☐Primary Contact Recreation ☐Warm Water Aquatic Habitat
Antidegradation Categorization	☐Outstanding National Resource Water ☐Exceptional Water ☐High Quality Water ☐Impaired Water

FORM NOI-SWCA

SECTION V – DISCHARGE TO AN MS4			
Name of MS4:		Date of application /notification to the MS4 for construction site coverage:	
Number of discharge points**:**	Location of each discharge point: Latitude (decimal degrees):*	Longitude (decimal degrees):*	

SECTION VI – CONSTRUCTION ACTIVITIES IN OR ALONG A WATER BODY	
Will the project require construction activities in a water body or the riparian zone: ☐ Yes ☐ No	
If yes, describe scope of activity:	
Is a Clean Water Act 404 permit required: ☐ Yes ☐ No	Is a Clean Water Act 401 Water Quality Certification required: ☐ Yes ☐ No

SECTION VII – NOI PREPARER INFORMATION			
First Name:*	Last Name:*	Phone :*	eMail Address:*
Mailing Address:*	City:*	State:*	Zip Code:*

SECTION VIII – ATTACHMENTS
Attach a full size color USGS 7½-minute quadrangle map with the facility site clearly marked. USGS maps may be obtained from the University of Kentucky, Mines and Minerals Bldg. Room 106, Lexington, Kentucky 40506. Phone number (859) 257-3896**.**

SECTION IX – CERTIFICATION		
I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.		
Signature:*	First Name:*	Last Name:*
Phone:*	eMail Address:	Date:*

This completed application form and attachments should be sent to: SWP Branch, Division of Water, 200 Fair Oaks, Frankfort, Kentucky 40601. Questions should be directed to: SWP Branch, Operational Permits Section at (502) 564-3410.

KENTUCKY POLLUTANT DISCHARGE ELIMINATION SYSTEM
FORM NOI-SWCA – INSTRUCTIONS

WHO MUST FILE A NOTICE OF INTENT (NOI) FORM

Federal law at 40 CFR Part 122 prohibits point source discharges of stormwater associated with industrial activity to a water body of the Commonwealth of Kentucky without a Kentucky Pollutant Discharge Elimination System (KPDES) permit. The operator of an industrial activity that has such a storm water discharge must submit a NOI to obtain coverage under the KPDES Storm Water General Permit. If you have questions about whether you need a permit under the KPDES Storm Water program, or if you need information as to whether a particular program is administered by the state agency, call the **Storm Water Contact, Operational Permits Section, Kentucky Division of Water at (502) 564-3410.**

WHERE TO FILE NOI FORM

NOIs must be sent to the following address or submitted in on-line at https://dep.gateway.ky.gov/eForms/Default.aspx?FormID=3:

Operational Permits Section
SWP Branch, Division of Water
200 Fair Oaks Lane
Frankfort, KY 40601

Electronic NOI-SWCAs are to be submitted a minimum of seven (7) working days prior to commencement of construction related activities. Paper NOI-SWCAs are to be submitted a minimum of thirty (30) working days prior to commencement of construction related activities.

COMPLETING THE FORM

Enter information in the appropriate areas only. (*) denotes a required field. Enter N/A (Not Applicable) for fields that are required but do not apply to your submission. If you have any questions regarding the completion of this form call the **Storm Water Contact, Operational Permits Section, at (502) 564-3410.**

SECTION I – FACILITY OPERATOR INFORMATION

Operator Name(s): Enter the name or names of all operators applying for coverage under KYR10 using this NOI.
Mailing Address, City, State, and Zip Code: Provide the mailing address of the primary operator
Phone No.: Provide the telephone numbers of the person who is responsible for the operation.
Status of Owner/Operator: Select the appropriate legal status of the operator of the facility from the dropdown list.

Federal
Public (other than federal or state)
State
Private

SECTION II – FACILITY/SITE LOCATION INFORMATION

Name of Project: Provide the name of the project.
Physical Address, City, State, Zip Code and County: Provide the physical address of the project.
Latitude/Longitude: Provide the general site latitude and longitude of the operation.
SIC Code: Enter the Standard Industrial Code for the project

SECTION III –SITE ACTIVITY INFORMATION

For single projects provide the following information:

Total number of acres in project: Indicate the total acreage of the project including both disturbed and undisturbed areas.
Total number of acres to be disturbed: Indicate the total number of acres of the project to be disturbed.
Anticipated start date: Indicate the approximate date of when construction activities will begin.
Anticipated completion date: Indicated the approximate date of when final stabilization will be achieved.

For common plans of development provide the following information:

Total number of acres in project: Indicate the total acreage of the project including both disturbed and undisturbed areas.
Number of individual lots in development, if applicable: Indicate the number of individual lots or unit in the common plan of development
Number of lots to be developed: Indicate the number of lots that you intend to develop.
Total acreage of lots intended to develop: Indicate the total acreage of the lots you intend to develop
Total acreage intended to disturb: Indicate the total acreage of the lots you intend to disturb
Number of acres intended to disturb at any one time: Indicate the maximum number of acres to be disturbed at any one time.
Anticipated start date: Indicate the approximate date of when construction activities will begin.
Anticipated completion date: Indicated the approximate date of when final stabilization will be achieved.
List of contractors: Provide the names of all known contractors that will be working on site.

KENTUCKY POLLUTANT DISCHARGE ELIMINATION SYSTEM
FORM NOI-SWCA – INSTRUCTIONS

SECTION IV – IF THE PERMITTED SITE DISCHARGES TO A WATER BODY THE FOLLOWING INFORMATION IS REQUIRED

Name of Receiving Water: Provide the names of the each water body receiving discharges from the site. Provide only official USGS names do not provide local names
Anticipated number of discharge points: Indicate the number of discharge points to each receiving water body.
Location of anticipated discharge points: Provide the latitude and longitude of each discharge point. Add points as necessary.
Receiving Water Body Stream Use Designation: Check all appropriate boxes
Antidegradation Categorization: Select from the drop down box one of the following:

Outstanding National Resource Water
Exceptional Water
High Quality Water
Impaired Water

SECTION V – IF THE PERMITTED SITE DISCHARGES TO A MS4 THE FOLLOWING INFORMATION IS REQUIRED

Name of MS4: Provide the name of the MS4 to which the activity will discharge
Number of discharge points to the MS4: Indicate the number of discharge points
Location of each discharge point: Provide the latitude and longitude of each discharge point. Add points as necessary
Date of application/notification to the MS4 for construction site permit coverage: Indicate the date the MS4 has or will be notified.

SECTION VI – CONSTRUCTION ACTIVITIES IN OR ALONG A WATER BODY

Will the project require construction activities in a water body or the riparian zone: Select Yes or No from the drop down box.
If Yes, describe scope of activity: Provide a brief description of the activity (ies) that will take place in the water body or the riparian zone.
Is a Clean Water Act 404 permit required: Select Yes or No from the drop down box.
Is a Clean Water Act 401 Water Quality Certification required: Select Yes or No from the drop down box.

SECTION VII – NOI PREPARER INFORMATION

Provide the name, mailing address, telephone number and eMail address of the person preparing the NOI.

SECTION VIII –Attachments

Attach a USGS topographic map indicating the location of the activity and the proposed discharge points.

SECTION IX – CERTIFICATION

Provide the name, mailing address, telephone number and eMail address of the person who is responsible for the activity

Signature: Provide full name of the responsibility party. This will constitute a signature.

The NOI must be signed as follows:

Corporation: by a principal executive officer of at least the level of vice president
Partnership or sole proprietorship: by a general partner or the proprietor respectively

TECHNICAL SPECIFICATIONS

US 60 WATER DISTRICT
BAGDAD, KENTUCKY

2022 WATER SYSTEM IMPROVEMENTS
CONTRACT NO. 1

PROJECT NO. 2113

JANUARY 2023

Monarch Engineering, Inc.

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SECTION 10 - STORAGE TANK PIPING & VALVE VAULTS ..... Section 10-1

SECTION 11 - WATER METER & BOX REPLACEMENTS..... Section 11-1

SECTION 1 - WATER MAINS

1.0 Work Included. Under this item the Contractor shall provide all labor, tools, equipment, and materials to furnish and install the water mains as shown on the drawings and as directed

1.1 Water Pipe Materials. All pipe materials shall conform to the manufacturer's standard lengths and diameters. Testing when required by the Owner shall be done in accordance with the appropriate ASTM specifications for the material selected. The water main type shall be PVC water pipe or ductile iron.

1.1.1 Polyvinyl Chloride Pipe PVC SDR 17 or SDR 21. PVC pipe shall comply with ASTM D-1784 for material and shall be Class 250 (SDR 17) or Class 200 (SDR 21) as shown on the drawings or indicated on the bid form. All PVC pipe shall conform to the latest revisions of the following specifications:

ASTM D2241 (PVC Plastic Pipe SDR-PR and Class T)
National Sanitation Foundations Testing Laboratories (NSF)

The name of the manufacturer of the plastic pipe to be used must be found on the current listing of Plastic Materials for Potable Water Application, published by the NSF (National Sanitation Foundation), and must meet the requirements of the Standard Specification for Polyvinyl Chloride (PVC) Plastic Pipe, D1784, 12454-B (PVC 1120) published by ASTM. Rubber gaskets shall conform to ASTM D3139.

Wall thickness shall be in accordance with ASTM D-2241. Pipe ends shall be beveled to accept the coupling with gasket. The bell section shall be designed to be as strong as the pipe wall.

Samples of pipe physical and chemical data sheets shall be submitted to the Engineer for approval prior to the pipe being purchased.

The pipe shall be homogeneous throughout and free from cracks, holes, foreign inclusions, or other defects. The pipe shall be as uniform as commercially practical in color and shall have a ring painted around the spigot ends in such a manner as to allow field checking of setting depth of the pipe in the socket. Pipe must be delivered to the job site by means that will adequately support it and not subject it to undue stresses. In particular, the load shall be so supported such that the bottom rows of pipe are not damaged by crushing. The pipe shall be unloaded carefully and stored as close to the final point of placement as is practical.

Pipe markings shall include the following marked continuously down the length:

Manufacturer's Name
Nominal Size
Class Pressure Rating
PVC 1120
NSF Logo
Identification Code

The lubricant shall be that as recommended and supplied by the pipe manufacturer.

1.1.2 Polyvinyl Chloride Pipe (PVC) Cast Iron Pipe Size. This pipe shall meet the requirements of AWWA C900-75, latest revision, "Standard for Polyvinyl Chloride (PVC) Pressure Pipe, 4 inch through 12 inch for Water" and shall be furnished in cast iron pipe equivalent outside diameters with separate couplings including gaskets.

The pipe shall be made from Class 12454-A or Class 12454-B virgin compounds as defined in ASTM D-1784. The standard code designation shall be PVC 1120. The PVC compounds shall be tested and certified as suitable for potable water products by the NSF approval marking.

Solvent cement couplings or joints shall not be used. PVC joints using elastomeric gaskets shall be tested as assembled joints and shall meet the laboratory performance requirements specified in ASTM D-3139.

Pipe shall be pressure Class 200, DR 14 or Class 150, DR 18 as shown on the drawings or the bid form.

Pipe and Couplings shall be marked as follows:

Nominal Size and OD Base
Material Code Designation (PVC 1120)
Dimension Ratio Number
AWWA Pressure Class
AWWA Designation Number (AWWA C900)
Manufacturers Name or Trade Mark and Production Record Code
Seal of the NSF Laboratory

Each standard and random length of pipe shall be proof tested at four times its rated class pressure for a minimum of 5 seconds. Bells or couplings shall be tested with the pipe.

The pipe shall not split, crack, or break when tested by the parallel plato method, and it shall not flake or disintegrate when tested by the acetone immersion method as specified by ASTM D-2241.

1.1.3 Ductile Iron Pipe. Ductile Iron Pipe shall be designed in accordance with AWWA (ASA A21.50) and for the conditions as stated in these specifications and the pressure rating for the pipe shall be 350 PSI. Ductile iron pipe shall conform to AWWA C-151 (ASA A21.51). Pipe shall be cement lined in accordance with AWWA C104 (ASA A21.4) and all exposed pipe and fittings shall have a shop prime coat applied that is compatible with subsequent field enamel paint coats.

The specified thickness will be determined for the given internal and external loading requirements in accordance with ASA A21.50 and will be shown on the drawings or the bid form. The net weight, class or nominal thickness and sampling period shall be marked on each pipe.

Pipe joints shall be mechanical joint, rubber ring slip joint, flanged, or locked mechanical joint equal to AWWA C-111.

1.1.4 Fittings. Ductile Iron mechanical joint fittings with appropriate adapters shall be used with PVC pipe and ductile iron pipe. Fittings shall comply with AWWA C-110 or C-111 and shall be manufactured for the size and pressure class of the line on which they are used. Compact fittings are acceptable and they shall conform to the latest AWWA specifications.

Mechanical joint fittings shall be used with ductile iron pipe for below ground burial and flange fittings shall be used for all interior piping where ductile iron pipe is used.

1.1.5 Mechanical Joint Restraints. Restraint devices for mechanical joint fittings shall be utilized with all fittings on both Ductile Iron and PVC pipe. Restraints shall conform to either ANSI/AWWA C111/A21.11 or ANSI/AWWA C153/A2153 and shall be manufactured for size and pressure class of the line on which they are used. Restraint devices for nominal pipe sizes 3-inch through 36-inch shall consist of multiple gripping wedges incorporated into a follower gland meeting the applicable requirements of ANSI/AWWA C110/A21.10. All Mechanical joint restraints shall be the MEGALUG® Restraint Series 2000 as manufactured by EBAA Iron, Inc., or approved equal.

1.2 Pipe Handling. Pipe delivered to the site shall be stored, handled, distributed, placed, joined together, etc. in accordance with the manufacturer's recommendation unless directed otherwise by the Engineer.

1.3 Water Main Location. The water main shall be installed in the locations as shown on the drawings or as otherwise directed in the field by the Engineer.

~~The contractor, at his expense, shall acquire the services of a Licensed Profession Land Surveyor (Surveyor) to stake the horizontal location of all proposed water lines and appurtenances. For those points where the vertical location (elevation) of the proposed water lines and appurtenances is deemed critical and is specifically noted on the plans, the Surveyor shall include this information as part of the staking operations and thereafter confirm that that installed elevation is correct. The Engineer, in association with the KYTC Department of Highways, will supply the Surveyor with horizontal and vertical control points as required.~~

During construction, the Contractor and Engineer shall agree as to the exact location of the water line and there shall be no disputes unless it is clear that the proposed location significantly deviates from the drawings. At those locations where the drawings indicate that a fitting must be installed either by declaration on the drawings or by a defined bend as shown on the drawings, the Contractor shall do so and shall avoid over deflection of the pipe.

1.4 Excavation. The Contractor shall make trench excavations to only such width to provide ample room for proper construction. Sheeting and shoring shall be provided as required for proper safety and compliance with OSHA regulations. Rock excavation shall be taken to a depth of 6 inches below the bottom of the pipe. If poor foundation conditions exist due to unstable subsurface conditions, the trench shall be under excavated to the depth required and filled with stone to obtain proper bearing capacity.

Watchmen or barricades, lanterns, and other such signs and signals as is necessary to warn the public of the dangers in connection with open trenches, excavations and other obstructions shall be provided by and properly maintained at the expense of the Contractor.

Only one half of street crossings and road crossings shall be excavated before placing temporary bridges over the excavation.

1.5 Blasting and Rock Excavation. The Contractor shall make his own investigation as he deems necessary to ascertain the sub surface conditions to be encountered in the work.

All blasting operations shall be conducted in accordance with municipal ordinances, state and federal laws and the applicable blasting codes. Soil particle velocity shall not exceed the limit set by Kentucky law. All explosives shall be stored in conformity with the applicable ordinances, laws and safety regulations. No blasting shall be done within five feet of any water mains, sewer lines, natural or manufactured gas lines, liquid petroleum lines, or other utilities.

The Contractor shall use delay caps or other approved methods to reduce earth vibrations and noise. Mud capping shall not be permitted as a method to breaking boulders. No blasting shall be permitted on Sundays or after dark.

Prior to commencing with the work, the Contractor shall, during a preconstruction conference with the Owner and Engineer, state clearly his approach to performing the excavations on the project. He shall be familiar with the laws and ordinances covering blasting and shall also give consideration to the use of hydraulically operated rock breaking devices in lieu of blasting where considered necessary. If blasting is not handled in an expert manner at all times the Engineer reserves the right to suspend blasting and require the work to proceed without it. Prior to blasting, the Contractor shall make his own detailed preblast survey of adjacent walks, curbs, retaining walls, house foundations, etc. to determine conditions prior to the work. Such a file of information, including photographs, may be certified in such a manner as the Contractor believes necessary. This information if required or performed shall be supplied to the Engineer prior to performing the work.

1.6 Storage of Excavated Material. All excavated material shall be stored in a manner that will not endanger the work and that will avoid obstructing roadways, sidewalks, and driveways. Hydrants under pressure, valve pit covers, valve boxes, curb stop boxes, fire and police call boxes, or other utility controls shall be left unobstructed and accessible. Gutters shall be kept clear or other satisfactory provisions made for street drainage, and natural watercourses shall not be obstructed.

1.7 Shoring Sheeting and Bracing. The Contractor shall furnish place and maintain such sheeting and bracing as may be required to support the sides of the excavation or to protect other structures from possible damage. All sheeting and bracing shall be removed upon completion of the work unless permitted to be left in place by the Engineer. Any sheeting or bracing left in place shall be cut off at least two feet below the finished ground surface elevation. The cost of furnishing, placing, maintaining, and removing sheeting and bracing shall be included in the unit price bid for water lines and all work shall conform the OSHA requirements.

1.8 Bedding and Backfill. All water mains shall be bedded with select earth backfill or six inches of #9 or approved equal stone under and on both sides of the pipe where it is installed along the unpaved areas. Where the water line is installed along the paved areas the water line shall be backfilled with #9 or approved equal stone. Trenches shall be backfilled immediately after the water main has been installed. No rock larger than two inches will be permitted within six inches of the pipe. In unpaved or unsurfaced areas the remainder of the fill may be mounded over the top of the trench. Where trenches are in paved or traveled areas, or yard areas, compaction shall be performed during backfill. The Contractor at no time shall open up more than 500 feet of trench.

Any damage to underground structures, pipes, wires, drains, etc., shall not be backfilled until they have been satisfactorily repaired or replaced to the original serviceability at the Contractor's expense and as approved by the Engineer. Settlement of backfill may be done with water furnished by the Contractor under the direction of the Engineer where such will not endanger traffic of damage property. When excavated rock is used for backfilling, it shall have sufficient dirt or fine material to fill all voids and shall not be used within twelve inches of the pipe.

To be accepted as final cleanup all excess rock one inch and larger shall be removed from the disturbed area.

1.9 Thrust Blocks and Anchorage. Thrust blocks shall be installed at all tees, bends, crosses, dead ends, valves, hydrants, blowoff assemblies, and as directed by the Engineer. The size of the thrust block shall depend on the soil and type of fitting, and shall conform to the pipe manufacturer's recommendations. At any location where a vertical bend is required the Contractor shall install the anchorage as directed by the Engineer in conjunction with the pipe manufacturer.

Thrust blocks shall be constructed of Class B concrete conforming to KBH Specification 601 and placed between the fitting and the trench wall. At no time will sack-crete or pre bagged concrete mixtures be allowed. All thrust block and anchorage concrete shall be delivered to the job site by means of a ready mix concrete truck and placed immediately upon arrival.

The thrust blocks shall be sized as shown on the detail drawings or as directed by the Engineer.

1.10 Temporary Surfacing. All trenches in paved areas shall, following compacted backfill, receive a top layer of compacted dense grade stone as shown on the detailed drawings. Such temporary surfacing shall be maintained and shall be paved as soon as conditions permit.

1.11 Hydrostatic Testing. The water line and appurtenances, as rapidly as valves are installed, shall be hydrostatically tested in accordance with these specifications. Defective joints of pipe shall be replaced as directed by the Engineer. Cracked or defective pipe, fittings, valves, or hydrants shall be replaced by the Contractor and the test shall be repeated until the test results are satisfied. All meter settings and service tubing as shown on the drawings shall be included in the hydrostatic test.

The test pressure shall not be less than 1.25 times the working pressure at the highest point along the test section and the hydrostatic test shall be of at least a two hour duration. The test pressure shall not vary by more that five psi. for the duration of the test.

1.11.1 Pressurization. After the pipe has been installed all or any valved section shall be subjected to the hydrostatic test. Each valved section of the pipe shall be slowly filled with water and the specified test pressure, corrected to the elevation of the test gauge, shall be applied by means of a pump connected to the pipe in a manner satisfactory to the Engineer. As part of the testing equipment a meter shall be installed to measure all water added to the tested section.

1.11.2 Air Removal. Before applying the specified test pressure, air shall be expelled completely from the pipe, valves, and hydrants. If permanent air vents are not located at all high points, the Contractor shall install corporation cocks at such points so that the air can be expelled as the line is filled with water. After all the air has been expelled, the corporation cocks shall be closed and the test pressure applied. At the conclusion of the pressure test, the corporation cocks shall be removed and plugged or left in place at the discretion of the Owner.

1.11.3 Leakage Defined. Leakage shall be defined as the quantity of water that must be supplied into the newly laid pipe or any valved section thereof to maintain pressure within five psi. of the specified test pressure after the pipe has been filled with water and the air has been expelled. Leakage shall not be measured by a drop in pressure in a test section over a period of time.

1.11.4 Allowable Leakage. No pipe installation will be accepted if the leakage is greater than that determined by the following formula:

$$L = \frac{SD\sqrt{P}}{133{,}200}$$

Where:

L = allowable leakage in gallons per hour
S = length of pipe tested in feet
D = nominal diameter of the pipe in inches
P = average test pressure during the leakage test in pounds per square inch

This formula is based on an allowable leakage of 11.65 gpd./mi./in. of nominal diameter at a pressure of 150 psi.

All leaks shall be repaired whenever or wherever there is evidence of a leak. Water lost by the Contractor shall be paid for by the Contractor at the rate of $2.00 per 1,000 gallons.

1.12 Sterilization. Upon completion and acceptance of the hydrostatic test of a section of the water main that section shall be thoroughly disinfected before being place in service by the use of chlorine or chlorine compounds in such amounts as to produce a concentration of not less than 50 ppm and a residual of not less than 25 ppm at the end of 24 hours and followed by thorough flushing. Putting small amounts of chlorine in each joint will not be acceptable.

Where shown on the plans or otherwise required, temporary blowoff assemblies shall be constructed by the contractor to facilitate the sterilization & flushing of new water mains. The temporary blowoff assemblies shall consist of valves, PVC piping, and ductile iron fittings and other materials as depicted in the standard drawings. The installation and subsequent removal of these temporary devices shall be considered incidental to the installation of the water lines and no additional payment or bid item will be included for them.

1.13 Other Utilities. Other utilities encountered in the work shall be preserved and protected. Where relocation or repair is required to accommodate the work it shall be made in a manner acceptable to the utility having jurisdiction over the service connection. Accommodation of service connections shall not constitute any basis for extra payment.

Prior to construction, the Contractor shall arrange to meet with representatives of all utilities, and provide them with his anticipated work schedule. The Contractor shall have the utility companies make their best determination of utility locations in the areas in which he is working. Throughout the progress of the work such field markings of utilities shall be kept current.

1.14 Payment for Water. All water used from the Owner shall be metered by meters supplied by the Contractor. The Contractor shall pay for such water at the rate of $2.00 per 1,000 gallons. This shall include any unmetered water lost which shall be computed on the basis of a discharge velocity of seven feet per second, the diameter of the line, and the estimated duration of free uncontrolled discharge or the approved method.

1.15 Cleanup. The Contractor shall provide effective cleanup of the work as it progresses. At the time of final inspection no trenches shall show any undue evidence of the construction. All areas shall be left free of ruts due to construction and shall have a clean and neat appearance without rubble or debris. The areas shall not be mounded and shall be completely restored, and all yards and fields shall be reseeded. Straw and fertilizing shall accompany the seeding and the seed mixture shall match the existing ground cover. If necessary to hasten proper restoration of terraces, principally along ditch lines, the Contractor shall sod such areas at the Engineer's direction.

1.16 Protection of Adjacent Landscape. Reasonable care shall be taken during construction of the process lines to avoid damage to vegetation. Ornamental shrubbery and tree branches shall be temporarily tied back, where appropriate, to minimize damage. Trees which receive damage to branches shall be trimmed of those branches. Tree trunks receiving damage from equipment shall be treated with a tree dressing.

1.17 Underground Detection Wire. At all locations where water lines are installed, a detection wire shall be installed. For open cut installation, tracer wire is to be #12 AWG solid copper with 30 mil blue HDPE insulation. For trenchless installation, tracer wire is to be #12 AWG solid copper clad steel core with 45 mil blue HDPE insulation. Direct bury wire connectors which are prefilled with dielectric silicone sealant and equipped with an integral strain relief cap shall be used at all splice joints. The wire connectors shall be DryConn DBSR Aqua as manufactured by King Innovation or approved equal.

Tracer wire shall be installed with the pipe at the trench bottom and access boxes shall be installed at each valve, hydrant and air release valve. Tracer wire access boxes shall be spaced no further than 1000' apart. A minimum of 3 feet of tracer wire should be coiled up inside of each access box. Tracer wire access boxes shall be magnetized heavy duty type as manufactured by Copperhead Industries, LLC, Snake Pit or approved equal.

Prior to the time of the final inspection, the Contractor shall perform a continuity test of the underground detection wire system to ensure continuity and proper operation. This test shall be witnessed by the Engineer or the Owner.

1.18 Exposing Existing Water Line. Where the new water line is to be installed parallel to an existing water line the Contractor shall be responsible for exposing the existing water lines at 100 feet intervals prior to installation of new water line. This work shall be considered incidental to the installation of the water lines and no additional payment or bid item will be provided.

1.19 Payment. Payment shall be included in the payment for the work to which it is subsidiary in the Bid Schedule.

SECTION 2 – VALVE AND VALVE BOX

2.0 Work Included. Under this item the Contractor shall provide all labor, tools, equipment, and materials to install gate valve and valve boxes at the locations as shown on the drawings and as directed.

2.1 Materials. All gate valves shall be resilient wedge seat gate valves which fully comply with the latest revision of AWWA C509, and shall also be UL listed and FM approved. The valves shall be tested and certified to ANSI/NSF 61. The valves shall have a 250 psig working pressure. The valve type shall be NRS (non-rising stem) and the valve shall have an arrow cast on the 2" square operating nut which shows the opening direction. The direction of opening shall be shall to the left. The bolt that attaches the operating nut to the stem shall be recessed into the operating nut so as not to interfere with valve wrench operation.

The valves shall have bolts and nuts for the stuffing box and bonnet with one of the following compositions:

a. Steel, ASTM A-307, Grade B zinc plated.
b. Type 304 stainless steel.
c. Type 316 stainless steel.

Valve stems shall be made of bronze ASTM B-132 alloy C67600 bar stock material. The stem shall have at least one "anti-friction" thrust washer above and below the stem collar to reduce operating torque. The design of the valve stem shall be such that if excessive input torque is applied, stem failure shall occur above the stuffing box at such a point as to enable the operation of the valve with a pipe wrench or other readily available tool. The stem material shall provide a minimum 70,000 psi tensile strength with 15% elongation and yield strength of 30,000 psi. Valves with cast stems or two piece stem collars are not acceptable.

The valves shall have a stuffing box that is o-ring sealed. Two o-rings shall be placed above and one o-ring below the stem thrust collar. The thrust collar shall be factory lubricated. The thrust collar and its lubrication shall be isolated by the o-rings from the waterway and from outside contamination providing permanent lubrication for long term ease of operation. Valves without a stuffing box are unacceptable. Valves without at least three stem o-rings are also unacceptable. The valve body, bonnet, stuffing box, and disc shall be composed of ASTM A-126 Class B grey iron or ASTM A395 or A536 ductile iron. The body and bonnet shall also adhere to the minimum wall thickness as set forth in Table 2, section 4.3.1 of AWWA C509.

The valve disc and guide lugs must be fully (100%) encapsulated in SBR ASTM D2000 rubber material. The peel strength shall not be less than 75 pounds per inch. Guide caps of an acetal bearing material shall be placed over solid guide lugs to prevent abrasion and to reduce the operating torque.

The valves shall have all internal and external ferrous surfaces coated with a fusion bonded thermosetting powder epoxy coating of 10 mils nominal thickness. The coating shall conform to AWWA C550.

Tapping valves shall have an inlet flange conforming to ANSI B16.1 Class 125 for attachment to a tapping sleeve or cross. In addition, the valve inlet flange shall have a machined projection or raised face complying with MSS SP-60 for accurate alignment to the mating recess in the tapping sleeve flange. The seat opening of the tapping valves shall be at least .30" larger than the nominal pipe size to permit full diameter cuts.

The valves shall be warranted by the manufacturer against defects in materials or workmanship for a period of ten (10) years from the date of manufacture. The manufacturing facility for the valves must have current ISO certification. Each valve shall have the manufacturer's initials, pressure rating, and the year in which manufactured, cast onto the body.

The manufacturer shall be Mueller Co. or approved equal

Valve boxes shall be of cast iron extension type with screw adjustments and flared base. The minimum thickness of metal shall be 3/16". The cover shall have the word "WATER" cast in the metal. Valve boxes shall be installed over each outside gate valve unless otherwise shown on the drawings. The boxes shall be of such length as to provide a depth of cover of not less than 30 inches over the pipe.

2.2 Installation. Valve boxes shall be set plumb and straight and with the operating nut directly in the center in thoroughly compacted earth with the top of the box level and projecting one fourth inch above paved streets and one inch above other areas. The valve boxes in unpaved areas shall have a four inch thick concrete slab three feet in diameter around and sloping away from the valve box.

A valve operator extension shaft (stem extension) equal to that manufactured by Trumbull Industries, Inc., shall be installed for any valves with their operating nut 36 inches or more below the top of the valve box.

Where gate valves are shown directly adjacent to a tee or other fitting, the valve shall be connected directly to the fitting using Foster adapters.

Where applicable, the contractor is also responsible under this bid item for the abandonment of existing valves located on water lines to be de-commissioned as part of this project. This includes removing all remnants of the valve box and all other related appurtenances to a point two feet below existing ground level. Any void created by removal of items shall be backfilled with the adjacent area being restored to match the surrounding ground conditions including any incidental pavement replacement which may be required.

2.3 Payment. The unit price bid shall constitute full compensation for furnishing and installing gate valves, isolation valves, valve boxes, and other related appurtenances.

SECTION 3 - CONNECTION

3.0 Work Included. Under this item the Contractor shall provide all labor, tools, equipment, and materials to connect and disconnect water mains as shown on the drawings and as directed.

3.1 Materials. The connections and disconnects shall be performed by the use of ductile iron mechanical joint fittings, approved tapping valves and sleeves, and water main pipe as shown on the drawings described elsewhere in these technical specifications. Concrete for thrust restraint shall be Class B concrete and sack-crete shall not be allowed.

3.2 Installation. Unless otherwise noted on the plans, connections shall be made with a tapping sleeve and valve and done so in accordance with the Owners schedule of operation. Once the main line has been tapped the new section of water main shall be valved off from the rest of the system by closing the tapping valve. The tapping valve shall remain closed until the Engineer has been satisfied that the new water main has been installed correctly, met the requirements of the hydrostatic test, been sanitized in accordance with the regulatory requirements, and any water main to be abandoned has been disconnected from the water system.

The disconnection of a water main that is to be abandoned shall be accomplished by installing a blind flange at the point of abandonment and secured by means of a concrete thrust block. In the event where the thrust block shall be installed in the area of the abandoned water main a minimum three foot section of the abandoned water main shall be removed and the void replaced with concrete.

3.3 Payment. The unit price bid shall constitute full compensation for furnishing and installing the connections including any abandonment or disconnections of existing water mains. This shall include all fittings but water mains and gate valves shall be paid as per the bid schedule for those respective items.

SECTION 4 - STONE AGGREGATE

4.0 Work Included. Under this item the Contractor shall provide all labor, tools, equipment, and materials to install the stone aggregate as shown on the drawings and as directed.

4.1 Materials. The stone aggregate shall be dense grade stone, #9 stone, or other as directed by the Engineer or as otherwise shown. The stone shall be free of dirt, sand, trash, debris, and free water.

4.2 Installation. The Contractor shall install the aggregate at the locations as shown on the drawings which includes any trenches where the water main or service line disturbs any roadway. This also includes any areas where casing pipe is installed in open trenches or the locations where a bore or receiving pit was excavated. Stone shall be backfilled to top of grade where any trenches disturb paved areas. The Engineer may limit the amount of stone to be placed upon determination that the application is excessive.

4.3 Payment. Stone aggregate shall be incidental to the installation of the water mains, and other appurtenances. There shall be no separate pay item for stone aggregate.

SECTION 5- PAVEMENT REPLACEMENT

5.0 Work Included. Under this item the Contractor shall provide all labor, tools, equipment, and materials to install concrete and bituminous pavement replacement where pavement is disturbed during construction.

5.1 Materials. Pavement replacement for bituminous surfaces shall consist of a prime coat of emulsified asphalt, Class 1 Bituminous Binder, and Class 1 Bituminous Asphalt as specified by the Kentucky Bureau of Highways latest specifications.

Pavement replacement for concrete surfaces shall consist of Class A concrete including reinforcement consisting of No. 4 reinforcing bars placed on twelve inch centers in both directions or otherwise as directed by the engineer.

Support backfill shall be No. 9 stone, dense grade aggregate or flowable fill as per the detailed drawings and specifications herein.

5.2 Installation. Immediately upon placement of the water lines and appurtenances the disturbed traveled way shall be backfilled with No. 9 stone or dense grade aggregate extending from the top of the pipe up to the traveled way surface. The area of disturbance will be repaved once settlement has subsided granted that water line installation, testing and all other cleanup has been completed as dictated by the Engineer.

In preparation for the installation of pavement replacement, the top twelve inches of stone backfill shall be compacted with a mechanical tamping machine. The use of rubber tire or track driven equipment such as backhoes or dozers shall not satisfy the requirement for final compaction.

5.2.1 State Highway Pavement Replacement. Where bituminous pavement replacement is required due to a disturbance of a Kentucky State Highway, the trench shall be backfilled with #9 stone up to 9-inches below the top of the existing pavement. The stone shall be properly compacted and capped with a 6-inch layer of KYDOT approved flowable fill. A 3-inch layer of temporary asphalt pavement shall then be installed flush with the level of the existing pavement. Upon completion of the water line installation, testing and all other cleanup, the Contractor shall mill the temporary asphalt and the existing asphalt in preparation for final pavement replacement. The total width of final pavement replacement shall be a minimum of three feet from the each edge of temporary pavement. Following milling of existing and temporary pavement, the Contractor shall replace void with an approved prime coat of emulsified asphalt applied at a rate of 0.35 gallons per square yard and a 3-inch finish coat asphalt pavement. The pavement shall be rolled to a smooth finish and provide a gentle transition to the existing pavement.

5.2.2 Full Width Pavement Replacement. Where full width bituminous pavement replacement is required, the pipe trench shall be backfilled as described herein. Upon completion of the water line installation, testing and all other cleanup, the Contractor shall install full width pavement replacement in all areas indicated on the plans. In areas where existing curbing is in place, the contractor shall mill the existing paved surface before new asphalt pavement overlay is installed. In areas were curbing is not in place, the contractor shall install asphalt overlay directly atop exiting pavement. An approved prime coat of emulsified asphalt applied at a rate of 0.35 gallons per square yard shall be applied in preparation of for installation of the asphalt overlay. The finish coat of asphalt pavement shall be a minimum of 2-inches across the entire roadway cross-section. The pavement shall be rolled to a smooth finish and provide a gentle transition to all existing pavement. All transitions from new pavement to existing pavements shall be sealed using a KYTC approved hot poured elastic type joint seal compound.

5.2.3 Incidental Pavement Replacement. Unless specifically noted otherwise, pavement replacement shall be incidental to the cost of installing the water line. This includes all driveways, parking lots, city street/county road crossings, and all other locations where state highway or full-width pavement replacement isn't specifically noted on the plans. Where incidental pavement replacement, including partial pavement replacement and partial pavement replacement to the roadway centerline is required, the pipe trench shall be backfilled as described herein. Upon completion of the water line installation, testing and cleanup, the Contractor shall install pavement replacement in all areas where the existing pavement has been disturbed. The total width of pavement replacement shall extend a minimum of three feet outward from each edge of the pipeline trench. Partial pavement replacement will be required when pavement is disturbed along the edge of a paved area. In partial pavement replacement situations the replacement pavement shall extend into the paved area a minimum three feet and toward the pipeline trench to a point equal to that of the existing pavement. In partial pavement replacement to the centerline of the roadway situations, the replacement pavement shall encompass the entire side of the roadway (to the approximate centerline) which was disturbed. In all cases, the transition from the replacement pavement and the existing pavement shall be saw cut with a neat and clean appearance. All existing pavement material within the total width of the pavement replacement area shall be removed by milling or other means prior to installation of new pavement. All transitions from new pavement to existing pavements shall be sealed using a KYTC approved hot poured elastic type joint seal compound.

Where concrete pavement replacement is required, reinforcing steel shall be placed within three inches of the surface of the existing concrete and it shall be supported with CMU support pieces. The area to be repaved shall be formed to coincide with the adjoining concrete surfaces and the edges of the repaved area shall be smooth and uniform. The concrete shall be placed on top of the compacted gravel at a minimum depth of six inches. The surface finish shall match that of the adjoining concrete. The transition to all adjoining pavement shall be smooth and uniform such that ponding will not occur.

Where bituminous pavement replacement is required the base shall be prepared with a prime coat of emulsified asphalt applied at a rate of 0.35 gallons per square yard. A 3-inch thick layer of bituminous binder shall then be placed above the prime coat. The final coat of bituminous concrete shall then be placed at a depth of 2-inches. The final coat of pavement shall be rolled to a smooth finish and provide gentle transitions to all existing pavement.

Detail illustrations regarding the methods described have been included in the standard drawings.

5.3 Final Acceptance. All pavement replacement shall be inspected prior to the final warranty period expiration. Any pavement replacement found to be deteriorated or not uniform due to settlement of the disturbed subsurface shall be repaired before the work is recommended for final acceptance. It is anticipated that this inspection shall take place on or about the eleventh month of the one year warranty period. The warranty period for all pavement replacement shall not commence until the final warranty period for the project in its entirety is initiated.

5.4 Payment. The unit price bid shall constitute full compensation for furnishing and installing pavement replacement as it is outlined in the bid schedule and specifications herein. Unit measurement of all pavement replacement not considered incidental shall be in linear feet, with the measurement being taken parallel to the corresponding pipeline trench

All disturbed pavement which is not specifically indicated on the plans as receiving state highway or full-width pavement replacement shall be considered incidental to the cost of installing the water lines and shall receive no additional payment.

SECTION 6 - EXPLORATION

6.0 Work Included. Under this item the Contractor shall provide all labor, tools, equipment, and materials to explore for existing water lines and appurtenances that are not as shown on the Drawings.

6.1 Description of Work. In those locations where the existing water lines and appurtenances are not in the locations as shown on the Drawings the Contractor shall explore for the utility at the direction of the Engineer. The Contractor shall utilize all equipment necessary to search for the water line or appurtenance and any disturbance of other utilities shall be the responsibility of the Contractor. Any other work or disturbance created by the Contractor as a result of the exploration shall be incidental to this item.

In locations where new water lines are to be installed parallel to existing water lines or other utilities, the contractor shall locate existing lines in 100 foot intervals. This particular requirement shall be considered **incidental** to the installation of the water lines and it **shall not be included** in the calculation of this pay item.

6.2 Payment. The unit price bid shall constitute full compensation for the exploration of the water lines and appurtenances. The Resident Inspector shall approve the Contractor to initiate and terminate the exploration and the Resident Inspector shall monitor the amount of time in 15 minute increments.

SECTION 7 - STRUCTURAL CONCRETE

7.0 Work Included. Under this section the CONTRACTOR shall provide all labor, tools, equipment and materials to place concrete at the locations as shown on the Drawings. This shall include formwork, concrete specifications, reinforcement, finishes and any work related to the placement of concrete. This section is pertinent the following structures associated with this project: utility vaults, support blocks and thrust blocks.

7.1 References. The CONTACTOR shall obtain and have available in the field at all times the latest revisions of the following references:

1. Specifications for Structural Concrete for Buildings ACI 301
2. Specifications for Structural Concrete for Buildings ACI Sp-15
3. Manual of Standard Practice - CRSI
4. Placing Reinforcing Bars - CRSI
5. Building Code Requirements for Reinforced Concrete ACI 318
6. Environmental Engineering Concrete Structures ACI-350R
7. Recommended Practice for Concrete Formwork ACI-347
8. Construction and Industrial Plywood PS-1
9. Field Reference Manual, ACI Publication SP-15

The following standards shall also apply to this work:

1. ASTM C-143 Test Method for Slump of Hydraulic Cement Concrete
2. ASTM C-150 Specification for Portland Cement
3. ASTM C-33 Specification for Concrete Aggregates
4. ASTM C-260 Specification for Air Entraining Admixtures for Concrete
5. ASTM C-494 Specification for Chemical Admixtures for Concrete
6. ASTM A-615 Specification for Deformed and Plain Billet
7. ASTM C-94 Specification for Ready-Mixed Concrete
8. ASTM C-31 Practice for Making and Curing Concrete Test Specimens in the Field
9. ASTM C39 Test Method for Compressive Strength of Cylindrical Concrete Specimens
10. ASTM C42 Test Method for Obtaining and Testing Drilled Cores and Sawed Beams of Concrete
11. ASTM A-616 Rail Steel Deformed and Plain Bars for Concrete Reinforcement
12. ASTM A-617 Axle Steel Deformed and Plain Bars for Concrete Reinforcement
13. ACI 315 Details and Detailing of Concrete Reinforcement
14. ACI 315R Manual of Engineering and Placing Drawings for Reinforced Concrete Structures
15. ASTM A-185 Welded Steel Wire Fabric for Concrete Reinforcement
16. ACI 301 Specifications for Structural Concrete for Buildings.

7.2 Submittals. The CONTRACTOR shall submit the following data established per Section 3.9 of ACI 301.

1. Concrete mix designs, test results and curves plotted to establish water cement ratio if paragraph 3.9.3.3. of ACI 301 is used.
2. Proposed mix designs and all necessary substantiating data used to establish proposed mix designs if paragraph 3.9.1.1. or 3.9.1.2. of ACI 301 is used.
3. Mix designs for all mixes proposed or required to be used, including all mixes containing admixtures.
4. A certified copy of the control records of the proposed production facility establishing the standard deviation as defined in paragraph 3.9.1.1. of ACI 301.
5. Certification attesting that admixtures equal or exceeds the physical requirements of ASTM C-494 for Type A (water reducing) Type D (water reducing and retarding) and Type E (water reducing and accelerating) admixtures.
6. Drawings showing locations of all proposed construction joints.
7. Certification that the concrete aggregates comply with the provisions of ASTM C33.
8. Certification that the air-entraining admixture complies with ASTM C-260.

7.3 Quality Assurance.

7.3.1 Consistency. Concrete shall be of such consistency that it can be worked readily into all parts of the forms and around embedded work, without permitting the materials to segregate, or free water to collect on the surface.

7.3.2 Compression Tests. During the progress of work, at least one set of three compression test cylinders shall be made for each 20 cubic yards of structural concrete or major fraction thereof, and not less than one such set for each type of concrete for each days pouring. Cylinders made in the field shall be made and cured in accordance with the ASTM Standard Method of Making and Curing Concrete Test Specimens in the Field, designation C31, except that wherever possible molds shall be left on cylinders until they reach the laboratory.

One cylinder of each set shall be broken in accordance with ASTM C-39 at seven days and the other two at 28 days. Two copies of these test results shall be submitted to the ENGINEER on the same day of the tests.

Additional tests of the in-place concrete shall be made when test results indicate specified concrete strengths and other characteristics have not been attained in the structure. Cored cylinders used to test concrete adequacy shall comply with ASTM C42. All test procedures and results shall be subject to the review and approval of the ENGINEER. The CONTRACTOR shall pay for such tests when unacceptable concrete is verified. On evidence of these tests, any concrete that fails to meet the

specified strength requirements shall be strengthened or replaced as directed by the ENGINEER at the CONTRACTOR's expense.

7.3.3 Inserts in Concrete. All castings, inserts, conduits, and other metalwork shall be accurately built into or encased in the concrete by the CONTRACTOR as directed and all necessary precautions shall be taken to prevent the metalwork from being displaced or deformed. The installation shall be inspected before concrete is placed. All anchor bolts shall be set by means of substantial templates.

7.3.4 Testing. Concrete testing shall be performed by a testing agency hired by the CONTRACTOR, at his expense.

The testing agency shall perform the following tests on the sampled concrete:

a. Slump
b. Air Content
c. Concrete Temperature
d. Compression Test of Cylinders

If, in the opinion of the ENGINEER, there is reasonable doubt that the concrete aggregates comply with ASTM C33, the testing agency shall test the fine aggregate and course aggregate for compliance with these specifications.

Upon completion of the tests, written reports shall be submitted to the ENGINEER clearly identifying the tests performed, the results, and the batch of concrete in which the tests were performed.

7.4 Concrete Mix. Structural concrete of the various classes required shall be proportioned by Section 3.9 of ACI 301 to produce the following 28-day compressive strengths:

Selection of Proportions for Class A Concrete:

1. 4,000 psi compressive for strength at 28 days.
2. Type II cement plus water reducing dispersing agent and air. Type I cement may be used if the C3A content of the cementitious material is less than 8 percent.
3. Maximum (water)/(cement and water reducing dispersing agent) ratio = 0.45.
4. Minimum cement content = 564 lbs. (6.0 bags)/cu. yd. concrete.
5. Nominal maximum size coarse aggregate = No. 67 (3/4" maximum).
6. Air content = 6% plus or minus 1% by volume.
7. Slump = 2" - 3" in accordance with ASTM C-143.

7.4.1 Optional Concrete Mix Using Fly Ash.

Selection of Proportions for Class A (Fly Ash) Concrete:

1. 4,000 psi compressive for strength at 28 days.
2. Type II cement plus water reducing dispersing agent and air. Type I cement may be used if the C3A content of the cementitious material is less than 8 percent.
3. Maximum (water)/(cement plus water reducing dispersing agent) ratio - 0.45.
4. Minimum cement content - 517 lbs. (5.5 bags)/cu. yd. concrete.
5. Maximum Fly Ash Content - 71 lbs./cu. yd.
6. Nominal maximum size coarse aggregate - No. 67 (3/4" maximum) or No. 57 (1" maximum).
7. Air content - 6% plus or minus 2% by volume.
8. Slump = 2" - 3" in accordance with ASTM C-143.

7.4.2 Grout. Provide the following grout mixture at locations noted on the plans to be grouted, such as fillets, tank and trough bottoms:

(1) Less than 2" in depth

Material	Volume
Cement	1 part
Sand	2 parts

Water = 5 gals./100 lbs. cement

(2) From 2" to 12" in depth

Material	Volume
Cement	1 part
Pea Gravel	2.5 parts
Sand	2 parts

Water = 5 gals./100 lbs. cement

(3) Greater than 12" in depth

Material
Class A Concrete

The grout mixtures shown above are not to be used in areas that are to receive non-shrink grout. Grout fill which is formed in place by using rotating equipment as a screed shall be mixed in proportions and consistencies as required by the manufacturer or supplier of the equipment.

7.4.3 Admixtures. An air entraining admixture shall be used on all concrete and shall be the Master Builders MB-VR, or MicroAir, Euclid Chemical Company AIR-MIX, W. R. Graces Darex, or equal. The admixture shall meet the requirements of ASTM C-260. Certification attesting to the percent of effective solids and compliance of the material with ASTM C-260 shall be furnished.

A water-reducing, admixture for concrete shall conform to ASTM C-494 for type A (water-reducing and normal setting admixtures) and shall be Master Builders Pozzolith 344N, Nox-Crete Plastiflow, Plastocrete 161 by Sika, or an approved equal. The water-reducing, set retarding mixture for concrete shall conform to ASTM C-494 for Type D (water-reducing and retarding admixtures) and shall be Master Builders, Pozzolith 100-XR, Daratard-17 by W. R. Grace, or an approved equal. Certification shall be furnished attesting that the admixture exceeds the physical requirements of ASTM C-494, Type A, water-reducing and normal setting admixture, and when required, for ASTM C-494, Type D, water reducing and retarding admixture when used with local materials with which the subject concrete is composed. The admixture manufacturer shall provide a qualified concrete technician employed by the manufacturer to assist in proportioning concrete for optimum use. He also will be available to advise on proper addition of the admixture to the concrete and on adjustment of the concrete mix proportions to meet changing job conditions.

Where the CONTRACTOR finds it impractical to employ fully the recommended procedures for hot weather concreting, the ENGINEER may at his discretion require the use of a set retardant admixture for mass concrete 2.5 feet or more thick and for all concrete whenever the temperature at the time concrete is cast exceeds 80 degrees F. The admixture shall be selected by the CONTRACTOR subject to the review of the ENGINEER. The admixture and concrete containing the admixture shall meet all the requirements of these specifications. Preliminary tests of this concrete shall be required at the CONTRACTOR's expense.

When more than one admixture is used, all admixtures shall be compatible. They should preferably be by the same manufacturer.

Calcium chloride will not be permitted as an admixture in any concrete.
Water-reducing, non chloride, accelerators shall conform to ASTM C-494 Type E and shall be Accelguard 80 by the Euclid Chemical Company or Pozzolith High Early by Master Builders or an approved equal.

7.4.4 Water. The water for concrete shall be clean, fresh, and free from injurious amounts of oil, acid, alkali, organic matter, or other deleterious substances.

7.4.5 Aggregates. Fine aggregates shall be natural and having clean, hard, uncoated grains, and shall be free from injurious amounts of clay, dust, organic matter or other deleterious substances, and shall conform to ASTM C-33. Sand shall be graded as follows:

	Percent
Passing 3/8 Inch Sieve	100
Passing No. 4 Sieve	90-100
Passing No. 16 Sieve	45-80
Passing No. 50 Sieve	5-25
Passing No. 100 Sieve	0-8

Coarse aggregates shall be crushed stone having clean, hard, uncoated particles, and shall be free from injurious amounts of soft, friable, thin, elongated or laminated pieces.

Coarse aggregates shall conform to ASTM C-33 and shall be graded in accordance with the following:

	Percent by Weight	
	No. 57	No. 67
Passing 1-1/2 Inch Square Sieve	100	---
Passing 1-Inch Square Sieve	95-100	---
Passing 3/4-Inch Square Sieve	---	90-100
Passing 1/2-Inch Square Sieve	25-60	---
Passing 3/8-Inch Square Sieve	---	20-55
Passing No. 4 Square Sieve	0-10	0-10
Passing No. 8 Square Sieve	0-5	0-5

Refer to the Specification of ACI 301 for maximum size of coarse aggregate.

7.4.6 Aggregates and Determining Proportions. No concrete shall be used in the work until the materials and mix designs have been tested by the testing laboratory and accepted by the ENGINEER. The ENGINEER shall have the right to order changes as may be necessary to meet the specified requirements. If concrete of the required characteristics is not being produced as the work progresses, the ENGINEER may order such changes in proportions or materials, or both, as may be necessary to secure concrete of the specified quality. The CONTRACTOR shall make such changes at his own expense and no extra compensation will be allowed because of such changes.

7.4.7 Mixing. All central plant and rolling stock equipment and methods shall conform to the Truck Mixer and Agitator Standards of the Truck Mixer Manufacturers' Bureau of the National Ready Mixed Concrete Assn., as well as the ACI Standards for Measuring, Mixing, Transporting, and Placing Concrete ACI 304R-89, and with the ASTM specification for Ready Mixed Concrete, Designation C94-89b.

7.5 Placing and Compacting Concrete. At least 20 hours before the CONTRACTOR plans to make any placement of concrete, he shall notify the ENGINEER of his intention and procedure. Unless otherwise planned, the work shall be so executed that a section begun on any day shall be completed during daylight of the same day.

Ready mixed concrete shall be transported to the site in watertight agitator or mixer trucks. The quantity of concrete to be mixed or delivered in any one batch shall not exceed the rated capacity of the mixer or agitator for the respective conditions as stated on the nameplates.

Information necessary to calculate the total mixing water shall be recorded on the delivery slip for the ENGINEER's information. Total mixing water includes free water on the aggregates, water and ice batched at the plant, and water added by the truck operator. The CONTRACTOR may request permission to add water at the job site, and when the addition of water is permitted by the ENGINEER, the quantity added shall be the responsibility of the CONTRACTOR and in no case shall the total water per bag of cement exceed that determined by the designed mix. Mixing and discharge time shall be as recommended in ACI-304.

Concrete which has become compacted or segregated during transportation to or on the site of the work shall be satisfactorily remixed just prior to being placed in the forms.

Partially hardened concrete shall not be deposited in the forms. The re-tempering of concrete which has partially hardened (that is, the remixing of concrete with or without additional cement, aggregate, or water) will not be permitted.

The concrete shall be mixed only in the quantity required for immediate use. Concrete that has developed an initial set shall not be used. The CONTRACTOR shall have sufficient plant capacity and transporting apparatus to insure continuous delivery at the rate required.

The temperature of the concrete mixture immediately before placement shall be between 50 degrees F and 90 degrees F.

Concrete that is truck mixed or transported in truck mixers or truck agitators shall be delivered to the site of the work and discharge completed in the forms within 1 1/2 hours or before the drum has revolved 300 revolutions whichever comes first after the introduction of the mixing water to the cement and aggregates, or the introduction exceeds 85 degrees F, the time shall be reduced to 45 minutes. Concrete shall be placed in the forms within 15 minutes after discharge from the mixer at the job site.

If concrete is placed by pumping, no aluminum shall be used in any parts of the pumping system which contact or might contaminate the concrete. Aluminum chutes and conveyors shall not be used.

No concrete shall be placed on frozen subgrade or in water, or until the subgrade, forms, and preliminary work has been accepted. No concrete shall be placed until all materials to be built into the concrete have been set and have been accepted by the various trades and by the ENGINEER. All such materials shall be thoroughly clean and free from rust, scale, oil, or any other foreign matter.

Forms and excavations shall be free from water and all dirt, debris, and foreign matter when concrete is placed. Except as otherwise directed, wood forms and embedded wood called for or allowed shall be thoroughly wetted just prior to placement of concrete.

Chutes for conveying concrete shall be metal or metal lined and of such size, design and slope as to ensure a continuous flow of concrete without segregation. The slope of chutes shall have approximately the same slope. The discharge end of the chute shall be provided with a baffle, or if required, a spout and the end of the chute or spout shall be kept as close as practicable to, but in no event more than 5 feet above the surface of the fresh concrete. When the operation is intermittent, the chute shall discharge into a hopper.

In thin sections of considerable height (such as walls and columns), concrete shall be placed in such manner as will prevent segregation and accumulations of hardened concrete on the forms or reinforcement above the mass of concrete being placed. To achieve this end, suitable hopper spouts with restricted outlets, etc. shall be used as required or permitted unless the forms are provided with suitable openings.

Chutes, hoppers, spouts, etc. shall be thoroughly cleaned before and after each run and the water and debris shall not be discharged inside the form.

For any one placement, concrete shall be deposited continuously in layers of such thickness that no concrete will be deposited on concrete which has hardened sufficiently to cause the formation of seams and planes of weakness within the section, and so as to maintain until the completion of the unit, an approximately horizontal plastic surface.

No wooden spreaders shall be left in the concrete.

During and immediately after being deposited, concrete shall be thoroughly compacted by means of suitable tools and methods, such as internal type mechanical vibrators operating at not less than 5,000 rpm or other tool spading to produce the required density and quality of finish. Vibration shall be done only by experienced operators under close supervision and shall be carried in such manner and only long to produce homogeneity and optimum consolidation without permitting segregation of the solid constituents, “pumping” of air, or other objectionable results. All vibrators shall be supplemented by proper spade puddling approximately 2 to 3 inches away from forms to remove included bubbles and honeycomb. Excessive spading against the forms, causing the deposition of weak mortar at the surface shall be avoided.

The concrete shall be thoroughly rodded and tamped about embedded materials so as to secure perfect adhesion and prevent leakage. Care shall be taken to prevent the displacement of such materials during concreting.

The distance between construction joints shall not exceed 25 feet for all concrete construction and not less than 48 hours shall elapse between casting of adjoining units unless these requirements are waived by the ENGINEER. Provision shall be made for jointing successive units as indicated or required. Where joints are not shown on the Drawings, they are required to be made at a spacing of approximately 25 feet. Additional construction joints required to satisfy the 25 foot spacing shall be located by the CONTRACTOR subject to the review of the ENGINEER. The CONTRACTOR shall

submit for review Drawings separate from the steel reinforcing Drawings, showing the location of all proposed construction joints. All construction joints shall be prepared for bonding as specified in ACI 301 for Bonding Concrete at Construction Joints. Joints in walls and columns shall be maintained level.

The sub-grades for slab on grade shall be covered with a vapor barrier consisting of a 6 mil minimum thickness polyethylene sheet with joints lapped a minimum of 12 inches unless otherwise required or permitted.

7.6 Bonding Concrete at Construction Joints. In order to secure full bond at construction joints, the surface of the concrete previously placed (including vertical, inclined, and substantially horizontal areas) shall be thoroughly cleaned of foreign materials and laitance, if any. The previously placed concrete at the joint shall be damp but free of standing water. The surface shall be prepared as per ACI 301. The referenced cement grout shall be between one and two inches thick on all wall pours. Waterstops shall be used on all construction joints.

7.7 Sealing Concrete at Construction Joints. All Construction joint surfaces shall receive Sikaflex-2C NS Polyurethane Elastomeric sealant or approved equal. Surface preparation and manufacturer's specified primer shall be applied in accordance to the manufacturer's recommendations. Minimum joint size shall be 1/4" deep by 1/2" wide unless shown otherwise on the Drawings.

7.8 Epoxy Bonding Agent. The epoxy bond agent shall be provided as indicated on the Drawings and shall be applied per manufacturer's instructions. Epoxy bonding agent shall be Sikadur Hi-Mod LPL by Sika Corporation or Eucopoxy LPL by Euclid Company or approved equal.

7.9 Curing and Protection. All concrete, particularly slabs and including finished surfaces, shall be treated immediately after concreting or cement finishing is completed, to provide continuous moist curing for at least seven days, regardless of the adjacent air temperature. Walls and vertical surfaces may be covered with continuously saturated burlap, or kept moist by other acceptable means. Horizontal surfaces, slabs, etc. shall be ponded to a depth of 1/2" wherever practicable, or kept continuously wet by the use of lawn sprinklers, a complete covering of continuously saturated burlap, or by other acceptable means.

For at least seven days after having been placed, all concrete shall be so protected that the temperature at the surface will not fall below 45 degrees F. No manure, salt, or other chemicals shall be used for protection. The above mentioned seven day periods may be reduced if compression tests, in accordance with ASTM C-39, on field cured cylinders indicate that expected seven day strength gain has been achieved, and approval is granted by the ENGINEER. Wherever practicable, finished slabs shall be protected from the direct rays of the sun to prevent checking and crazing.

7.10 Trimming and Repair of Surface Defects. The CONTRACTOR shall use suitable forms, mixture of concrete, and workmanship so that concrete surfaces, when exposed, will require no patching. Concrete which, in the opinion of the ENGINEER has excessive honeycomb, aggregate pockets, or depressions will be rejected and the CONTRACTOR shall, at his own expense, remove the entire section containing such defects and replace it with acceptable concrete. As soon as the forms have been stripped and concrete surfaces exposed, fins and other projections shall be removed, recesses left by the removal of form ties shall be filled and surface defects which do not impair structural strength shall be repaired.

Defective concrete shall be cut perpendicular to the surface until sound concrete is reached, but not less than 1" deep. The remaining concrete shall be thoroughly roughed and cleaned. Concrete in an area at least 6" wide surrounding the area to be patched shall be dampened. A bonding grout shall be prepared using a mix of approximately one part cement to one part fine passing a No. 30 mesh sieve, mixed to the consistency of thick cream, and then well brushed into the surface. The patching mixture shall be made of the same materials and approximately the same proportions as used for the concrete except that the course aggregate shall be omitted and the mortar shall consist of not more than one part cement to 2 1/2 parts sand by damp loose volume. White portland cement shall be substituted for a portion of the gray portland cement on exposed concrete in order to produce a color matching the color of the surrounding concrete. The quantity of mixing water shall be no more than necessary for handling and placing. The patching mortar shall be mixed in advance and allowed to stand with frequent manipulation with a trowel, without addition of water, until it has reached the stiffest consistency that will permit placing.

After surface water has evaporated from the area to be patched, the bond coat shall be well brushed into the surface. When the bond coat begins to lose the water sheen, the premixed patching mortar shall be applied. The mortar shall be thoroughly consolidated into place and struck off so as to leave the patch slightly higher than the surrounding surface. To permit initial shrinkage, it shall be left undisturbed for at least one hour before being finally finished. The patched area shall be kept damp for seven days. Metal tools shall not be used in finishing a patch in a formed wall which will be exposed.

After being cleaned and thoroughly dampened, the tie holes shall be filed solid with patching mortar.

The use of mortar patching as above specified shall be confined to the repair of small defects in relatively green concrete. If substantial repairs are required, the defective portions shall be cut out to sound concrete and the defective concrete replaced by means of gunite, or the structure shall be taken down and rebuilt, all as the ENGINEER may decide or direct.

7.11 Concrete Finishes. All concrete exposed to view in the completed structures shall be produced using materials and workmanship to such quality that only nominal finishing will be required. The provisions of paragraphs 13.3, 13.4 and 13.6 of ACI 301 shall apply to all exterior exposed to view concrete surfaces, including the outside surfaces of tanks.

All formed, exterior, exposed to view, concrete shall be prepared, then rubbed. Exterior vertical surfaces shall be rubbed to one foot below grade. Interior vertical surfaces of dry pits shall not be rubbed. Interior vertical surfaces of open topped liquid containers shall be rubbed to one foot below the minimum liquid level that will occur during normal operations. Walls inside a building shall not be rubbed. Overhead slabs (exterior or interior) shall not be rubbed.

All vertical surfaces below minimum liquid level in liquid containing structures and all other surfaces that are not to be rubbed shall have a smooth form finish.

All smooth form concrete vertical surfaces shall be true plane within 1/4" in 10 feet as determined by a 10 foot straight edge place anywhere on the surface in any direction. Abrupt irregularities shall not exceed 1/8". Basin, flume, conduit and tank floors shall have a "troweled" finish unless shown otherwise on Drawings. Weirs and overflow surfaces shall be given a troweled finish.

Exterior platforms, steps and landings shall be given a broom finish. Broom finish shall be applied to surfaces which have been steel troweled to an even smooth finish. The troweled surface shall then be broomed with a fiber bristle brush in the direction transverse to that of the main traffic.

Walking surfaces of slabs shall have a troweled finish unless shown otherwise on Drawings.

Nox-Crete Harbeton, Chem Hard by L & M Construction Chemicals, Lapidolith by Sonneborn hardener treatment, or an approved equal shall be applied to all exposed concrete floors in occupied spaces. The floors shall be thoroughly cured, cleaned, and perfectly dry with all work above them completed. The hardener shall be applied evenly and freely and in conformance with manufacturer's instructions, using not less than three coats, allowing 24 hours between coats. One gallon of hardener shall cover not more than 100 square feet. After the final coat is completed and dry, surplus hardener shall be removed from the surface of the concrete by scrubbing and mopping with water.

7.12 Watertightness. The structures which are intended to contain liquids and/or will be subjected to exterior hydrostatic pressures shall be so constructed that when completed and tested, there shall be no loss of water and no wet spots shall show. Liquid retaining structures shall be tested for leakage in accordance with ACI-350R. As soon as practicable after the completion of the structures, the CONTRACTOR shall fill them with water and if leakages develop or wet spots develop, the CONTRACTOR shall empty such structures and correct the leakage in an approved manner. Any cracks which appear in the concrete shall be dug out and suitably repaired. Temporary bulkheads over pipe openings in walls shall be provided as required for the testing. After repairs, if any are required, the structures shall be tested again and further repaired if necessary until satisfactory results are obtained. All work in connection with these tests and repairs shall be at the expense of the CONTRACTOR.

Pipes shall not be poured or solidly grouted in concrete walls or floors unless fixations are indicated on the Project Drawings, for example as anchorage to resist pipe thrusts, unless otherwise required or permitted. At wall and slab penetrations, openings shall be

formed approximately one inch greater than the OD of the pipe. For openings 10 inches and less in diameter, openings may be cored if permitted by the ENGINEER before pouring wall or slab so that extra reinforcing steel can be accurately located and referenced to avoid the subsequent core hole, unless otherwise required or permitted. After pipe placement and alignment adjustment, the annular space between opening and outside of pipe shall be packed with dry braided hemp (or unbraided where pipe does not center in openings) to within two inches of the wall or slab surface. The two-inch deep annular space shall be packed with non-shrink grout or caulked in strict accordance with the material manufacturer's instructions.

Sleeves shall be cast in floors and walls for penetrations of small pipe, cut and fitted on the job, such as steel, wrought iron, copper, plastic and rubber pipe and hoses. Unless otherwise required or permitted, sleeves shall be steel, cast iron or plastic or about one inch greater ID than the OD of the pipe and shall be flush with wall and slab surfaces. The annular space between sleeve and outside of pipe shall be packed and grouted or caulked as previously described, except the joint depth shall be one inch. Penetrations may be made by coring according to previously described requirements if permitted by the ENGINEER. Where openings larger than 10 inches in diameter are required for pipe penetrations in existing walls and slabs, the opening shall be made approximately two inches to four inches larger in diameter than the pipe OD. The pipe shall be wrapped with 1/2-inch braided hemp and positioned in the opening. The space between the hemp and the opening shall be solidly packed with non-shrink grout previously described, after application of a bonding adhesive to the opening surfaces. The grout shall be finished flush with wall and floor surfaces. After the grout has hardened sufficiently, hemp shall be removed to two-inch depths on each side of walls and slabs and the resulting annular spaces shall be packed with non-shrink grout or caulked as required or permitted, as previously described. All joints around pipe shall be watertight unless otherwise required or permitted.

The top surface of all concrete decks (except slabs on grade) shall be coated with Sikagard-70 water-repellent penetrating sealer as manufactured by the Sika Corporation, Nox-Crete Stifel, or another approved equal. The manufacturer's recommendations shall be followed in all areas of application.

7.13 Equipment Pads. Unless otherwise shown or directed, all pumps, other equipment, and items such as lockers, motor control centers and the like, shall be installed on concrete bases. The bases shall be constructed to the dimensions shown on the plans or as required to meet plan elevations. Where no specific plan elevations are required, the bases shall be six inches thick and shall extend three inches outside the metal equipment base. In general, the concrete bases shall be placed up to one inch below the metal base. The equipment shall then be properly shimmed to grade and the one inch void filled with non-shrink grout. Prior to the final set of the grout, it shall be cut back and the edge plastered with 1:2 cement mortar.

7.14 Concrete Form Materials. Plywood shall be Douglas Fir species, medium density overlaid one side grade; sound, undamaged sheets with straight edges. Forms shall be sufficiently rigid to prevent displacement or sagging between supports, and so constructed that the concrete will not be damaged by their removal. The CONTRACTOR shall be entirely responsible for their adequacy. For surfaces to be given rubbed finish, the form in contact with the concrete shall be made of plywood, metal, metal framed plywood faced, or other acceptable panel-type materials, to provide continuous straight, smooth, exposed surfaces. Forms shall not be pieced out by use of material different from those in the adjacent form or in such manner as will detract from the uniformity of the finished surface. For surfaces other than those to be given rubbed finish, forms shall be made of wood, metal or other acceptable material. Wooden forms shall be constructed of sound lumber or plywood of suitable dimensions, free from knotholes and loose knots. Plywood shall be in reasonably good condition. Metal forms shall be of an acceptable type for the work involved.

Form ties to be encased in concrete shall not be made of through bolts or common wire, but shall be of a well established type, so made and installed as to embody the following features:

1. After removal of the protruding part of the tie, there shall be no metal nearer than 1-1/2" to the face of the concrete.
2. That part of the tie which is to be removed shall be at least 1/2" in diameter, or if smaller, it shall be provided with a wood, metal, or plastic cone 1" long placed against the inside of the forms. Cones shall be carefully removed from the concrete after the forms have been stripped.
3. Ties which pass through walls of liquid retaining basins and all dry rooms below grade shall be provided with acceptable water stop, securely fastened to the ties.

The Form Release Agent shall be a colorless material which will not stain concrete, absorb moisture or impair natural bonding or color characteristics of coating intended for use on concrete. Acceptable products include Nox-Crete Form Coating Release Agent, Debond Form Coating by L & M Construction Chemical, Inc., or approved equal.

Fillets for chamfered corners shall be wood strip type to the size and shape as shown on the Drawings. Earth or rock forms shall not be permitted. The vertical surface of all footings shall be formed.

Nails, spikes, lag bolts, through bolts and anchorages shall be sized as required of strength and character to maintain formwork in place while placing concrete.

Forms for walls, columns, or piers shall have removable panels at the bottom for cleaning, and inspection. Forms for thin sections (such as walls or columns) of considerable height shall be arranged with suitable openings so that the concrete can be placed in a manner that will prevent segregation and accumulations of hardened concrete on the forms or reinforcement above the fresh concrete, unless special spouts are used to place concrete and so that construction joints can be properly keyed and treated. Forms

for exposed surfaces shall be built with 3/4" chamfer strips attached to produce smooth, straight chamfers at all sharp edges of concrete.

Before form material is reused, all surfaces that are in contact with the concrete shall be thoroughly cleaned, all damaged places repaired, and all projecting nails withdrawn.

7.14.1 Wetting and Oiling Forms. The inside surface of wood board forms shall be soaked with clean water and kept continuously wet for 12 hours before any concrete is placed. In case forms have been erected for some time and have become dry so that joints have opened, then the forms shall be thoroughly soaked at least twice each day for at least three days prior to placing concrete. If the forms cannot be tightened to the satisfaction of the ENGINEER, they shall be torn down and rebuilt. Plywood forms may be treated with a nonstaining form oil, mineral oil or lacquer. If oil is used, all excess oil shall be wiped off with rags to leave the surface of the forms just oily to the touch. In freezing weather oil shall be used.

Coatings of dust shall be removed from contact surfaces of forms before placing concrete. Concrete shall not be placed in any form until inspected by the ENGINEER and permission is given to start placing.

7.14.2 Removal. Forms shall not be removed without approval of the ENGINEER. All form removal shall be accomplished in such a manner as to prevent injury to the concrete. Forms shall not be removed sooner than the following minimum time after the concrete is placed. These periods represent cumulative number of days and fractions of days, not necessarily consecutive, during which the temperature of the air adjacent to the concrete is above 50 degrees F.:

Element	Time
Beams, arches - supporting forms and shoring	14 days
Conduits, deck slabs - supporting (inside) forms and shoring	7 days
Conduits (outside forms), sides of beams, small structures	24 hours
Columns, walls, spillway risers - with side or vertical load	7 days
Columns, walls, spillway risers - with no side or vertical load	4 days
Concrete supporting more than 30 feet of wall in place above it	7 days
Concrete supporting 20 to 30 feet of wall in place above it*	4 days
Concrete supporting not more than 20 feet in place above it*	24 hours

*Age of stripped concrete shall be at least seven days before any load other than the weight of the column or wall itself is applied.

When conditions on the job are such as to justify the requirements, forms will be required to remain in place for longer periods. Forms for beams, girders, and flood slabs shall remain in place for at least seven days and shall only be removed when test cylinders used under the same conditions as the members break with a compressive strength as required in these specifications.

7.15 Construction Tolerance. The forms shall be constructed and rigidly braced in place within the following tolerances:

(1) Variation from true alignment as shown on the drawings in the lines and surfaces of walls:

In 10 feet	1/4 inch
In 20 feet maximum	3/8 inch
In 40 feet or more	3/4 inch

(2) Variation from the level or from the grades indicated on the drawings in floors or slabs:

In 10 feet	1/4 inch
In 20 feet maximum	3/8 inch
In 40 feet or more	3/4 inch

(3) Variation in sizes and/or locations of floor and/or wall openings:

1/4 inch

(4) Variation in thickness of slabs and walls and in cross-sectional dimensions of columns and beams:

Minus	1/4 inch
Plus	1/2 inch

(5) Variation in plan dimension of footings:

Minus	1/2 inch
Plus	2 inches

7.16 Expansion and Contraction/ Construction Joints. Unless otherwise shown, waterstops for construction and control joints shall be 4 inches wide, 3/16" minimum thickness, flat-ribbed, or dumbbell polyvinyl chloride (PVC), in accordance with Corps of Engineers Specifications CRD-C-572, latest revision, as manufactured by Vinylex Corp., W.R. Grace Company, Greenstreak, or equal. Split-ribbed waterstops may be used where appropriate.

Unless otherwise shown, waterstops for expansion joints shall be nine inches wide, 1/4" minimum thickness, ribbed with center bulb polyvinyl chloride (PVC) in accordance with Corps of Engineers Specifications CRD-C-572, latest revision as manufactured by Vinylex Corp., W.R. Grace Company, Greenstreak, or equal.

Only where indicated on the drawings, the CONTRACTOR shall install a self-expanding waterstop impregnated with sodium bentonite similar to Volclay Waterstop-RX. The manufacturer's recommended installation procedures shall be followed. Self expanding waterstops shall not be used at expansion joints and water containment structures.

Joint filler shall conform to ANSI/ASTM D994 and they shall be bituminous impregnated fiberboard, closed cell polyethylene or self-expanding cork; of the sizes

detailed and in the locations indicated on the Drawings. Bituminous impregnated fiberboard shall not be used to fill joints in liquid retaining structures. Where the application requires cementing the joint filler into place, a pressure sensitive adhesive recommended by the filler manufacturer shall be used.

7.16.1 Waterstops. Waterstops shall be provided at all joints where indicated on the Drawings. Waterstops shall also be provided in all joints, vertical and horizontal up to 1'-0" minimum above finished grades and in water containment and subterranean structures. Install waterstops continuous without displacing reinforcement. All joints between adjacent continuing and intersecting sections of waterstop including butt joints, tee joints, and other angled joints shall be heat fused to form a watertight seal. Waterstops shall not be lapped. Waterstops shall be securely wired in place to maintain proper position during placement of concrete.

7.17 Reinforcing Steel. The CONTRACTOR shall place reinforcing steel at the location as shown on the Drawings.

7.17.1 Materials. The minimum yield strength of the reinforcement shall be 60,000 pounds per square inch. Bar reinforcement shall conform to the requirements of ASTM A-615, A-616, or A-617. All bar reinforcement shall be deformed. Smooth dowels shall be plain steel bars conforming to ASTM A-615, Grade 60. Welded wire fabric when specified shall conform to ASTM 185, welded steel wire fabric for concrete reinforcement. Reinforcement supports and other accessories in contact with the forms for members which will be exposed to view in the finished work shall have approved high density polyethylene tips so that the metal portion shall be at least one quarter of an inch from the form or surface. Supports for reinforcement, when in contact with the ground or stone fill, shall be precast stone concrete blocks.

7.17.2 Fabrication. Reinforcement shall be bent cold. It shall be accurately to the dimensions and shapes shown on the plans and to within tolerance specified in the ACI code and the CRSI Manual of Standard Practice. Reinforcement shall be shipped with bars of the same size and shape, fastened securely with wire and with metal identification tags using size and mark.

7.17.3 Placing and Fastening. Before being placed in position, reinforcement shall be cleaned of loose mill and rust scale, dirt and other coatings that will interfere with development of proper bond. Reinforcement shall be accurately placed in positions shown on the drawings and firmly held in place during placement and hardening of concrete by using annealed wire ties. Bars shall be tied as required to prevent displacement under foot traffic and during casting operations, and shall be placed within tolerances allowed in Section 5.6.2 of ACI 301. Distance from the forms shall be maintained by means of stays, blocks, ties, hangers or other approved supports. If fabric reinforcement is shipped in rolls, it shall be straightened into flat sheets before being placed.

Before any concrete is placed, the ENGINEER shall have inspected the placing of the steel reinforcement and given permission to deposit the concrete. Concrete placed in violation of this provision will be rejected and thereupon shall be removed.

Unless otherwise specified, reinforcement shall be furnished in the full lengths indicated on the plans. Splicing of bars, except where shown on the plans, will not be permitted without the approval of the ENGINEER. Where splices are made, they shall be staggered insofar as possible.

Wire mesh reinforcement shall be continuous between expansion joints. Lamps shall be at least one full mesh plus two inches, staggered to avoid continuous lap in either direction and securely wired or clipped with standard clips.

Dowels shall be installed at right angles to construction joints and expansion joints. Dowels shall be accurately aligned parallel to the finished surface, and shall be rigidly held in place and supported during placing of the concrete. One end of dowels shall be oiled or greased or dowels shall be coated with high density polyethylene with a minimum thickness of 14 mils.

7.17.4 Shop Drawings. The CONTRACTOR shall submit a complete set of shop drawings including schedules and bending drawings for all reinforcement used in the work in accordance with ACI 315, and ACI 315R. Review of drawings by the CONTRACTOR and the ENGINEER is required before shipment can be made.

7.18 Payment. Payment will be based on one of the following criteria as specified and described in the Contract Bid Item Descriptions and on the Drawings:

A. Cost shall be included in the work to which it is subsidiary and no separate measurement and payment will be made.

B. Payment will be based on Plan Quantities or a percentage of concrete installed to complete the structure as computed by the ENGINEER or as shown on the Drawings.

Payment as specified above shall be considered as full compensation for all labor, materials, equipment and incidentals necessary to perform the work as required. Payment for concrete placed outside the lines shown on the Drawings due to over excavation or CONTRACTOR error will not be made. Where extra concrete is authorized by the ENGINEER in writing, payment will be made at a price agreed upon by the CONTRACTOR and the ENGINEER.

SECTION 8 - BOOSTER PUMP STATION

8.0 Work Included. The contractor shall furnish and install one factory built, factory delivered, above ground water booster pump station, with all the necessary internal piping, pumps, motors, valves, and controls and other necessary appurtenances installed on a fabricated structural steel base and enclosed in a modular structure as shown on the plans and as specified herein.

The booster pump station shall be complete when delivered and will not require internal contractor construction except to install the power service through the service conduit provided for that purpose and to connect the main water service to the required points.

The contractor shall be required to set the station on the foundation designed by the engineer shown in the plan set. The foundation shall be built by the contractor and as shown on the plans and as directed by the engineer. Following setting of the station, the contractor will be required to anchor the station to the foundation. The contractor shall supply the anchor bolts. The contractor shall also be required to install the metal fascia and soffits due to the field brick installation. The contractor shall also provide all other accompanying materials and labor required for successful completion of the complete pump station site, including all items indicated on the proposed booster pump station site plan.

The basis of design for the booster pump station is that as manufactured by Engineered Fluid, Inc. which has been deemed to represent the minimum level of quality, performance and service acceptable for this equipment. Therefore, the station shall be manufactured by Engineered Fluid, Inc., Centralia, Illinois, represented by Mr. Jason Bivins of JAGS Environmental, Inc. of Erlanger, Kentucky, telephone (859) 342-4944 or approved equal.

The specifications and drawings for the Factory-built equipment do not necessarily include all the details for the design and fabrication for the factory-built equipment. The Drawings are generally schematic but the specifications do call out strict requirements to known methods, components and assemblies that must be in a full, complete and functional pumping station. As such, the Manufacturer shall accept and hold complete responsibility for the functionality of the pump station and its workings.

8.1 Quality Assurance. The equipment and materials covered by these specifications are intended to be standard equipment of proven reliability and as manufactured by reputable manufacturers having experience in the production of such equipment. The equipment furnished shall be designed, constructed, and installed in accordance with the best practices and methods and shall operate satisfactorily when installed as shown on the contract drawings and operated per manufacturer's recommendations.

It is intended that the manufacturer of the selected equipment shall be a business regularly engaged in the manufacture, assembly, construction, start-up and maintenance of water distribution equipment of the type required for this project. The manufacturer shall have at least ten years of successful experience in providing stations of the type, design, function and quality as required for this project. As such, the pump station manufacturer shall be required to affix an Underwriter's Laboratories Label (UL) attesting to the compliance of that assembled equipment under the Packaged Pumping Systems (QCZJ) UL Listing Category. This label shall be inclusive of the entire station with enclosure so as to demonstrate compliance with the National Electrical Code (NEC) requirements for working clearances and wiring procedures. Equipment manufactured without this third party certification label or equipment manufactured by an outside source or "brokered equipment" defined as systems not assembled on the premises of the named manufacturer by that company's employees shall not be allowed.

8.2 Submittals. Equipment submittals shall be bound and in a minimum of two (2) hard paper copies bound and two (2) electronic copies on CD. Each submittals shall contain a minimum of two (2) full size drawings, size 24" x 36"; one (1) each covering the booster pump station and the electrical control schematic. The booster pump station drawing shall be specific to this project, in at least three (3) different views, be to scale and illustrate the National Electrical Code (NEC) clearances per Section 110-26 of the Code. The submittal booklets will be complete with data sheets covering all individual components that make up the booster pump station and the UL file number under which the manufacturer is listed, service department personnel statement as detailed in the specifications and be complete with the manufacturer's formal warranty policy. The submittal booklets shall be complete with a full size photocopy of the manufacturer's combination UL/manufacturer logo Packaged Pumping Systems label.

Two (2) submittal reviews of this item will be accomplished at no cost to the submitting contractor. However, all subsequent reviews will be charged to the submitting contractor at the design engineer's standard hourly billing rate.

8.3 Building Enclosure. The station building enclosure shall be a factory assembled, modular structure of one (1) compartment all attached to the station base structure and requiring no additional assembly at the job site. The building design criteria shall be: (1.) To withstand snow load based on ASCE 7-05 Ground Snow Loads for the state and county of installation (2.) To withstand wind loads based on ASCE 7-05 for wind speeds; (3.) Be designed for site specific seismic requirements based on local conditions as dictated by the Available Ground Motion Parameters according to ASCE 7 and IBC 2006 and 2009 established by zip code and a live floor load of 125 PSF.

The modular building enclosing the station is shown at its minimum size so that National Standards mandated clearances are maintained above, below and around equipment for proper and safe servicing, removal and reinstallation of this equipment. The drawing for this equipment illustrates centerline and clearance/maintenance dimensions about major equipment items. Building sizes and construction dimensions less than those shown will not be allowed.

8.3.1 Kentucky Building Code. By Kentucky Commonwealth Law, all Modular Buildings Manufactured in or imported into the state must have Model Plan Approval by the Kentucky Office of Housing, Buildings & Construction (State Fire Marshal) as administered by the Kentucky Industrialized Building System (K.I.B.S.) Program. An authorized Manufacturer will have an assigned KIBS Factory Number, and each unit will bear a serialized label certifying it is "In Compliance with the Standards Adopted by the Authority of the 2002 Kentucky Residential Code or the 2002 Kentucky Building Code." The pump station Manufacturer will be required to provide in the submittal the assigned KIBS Factory Number, and the Serial Number for each label which will be attached to the Modular Station. Submittals lacking this information will not be reviewed.

8.3.2 Building Construction. The materials specified are specifically chosen to be resistant to moisture degradation and infestation and be maintainable.

Insulation values for the walls and roof structure shall be a minimum R-21 in the walls and the roof. Insulation within the roof and wall panels shall be foam-in-place polyurethane material applied between the interior and exterior sheathing forming a closed cell bounded by the steel framing. The insulation shall have a minimum density of 2.2 lbs/cu. ft. nominal and shall be applied to the thickness required to provide a minimum R value of 21. The insulation shall have a ASTM E-84 flame spread index of 25 and smoke developed of 450.

Building framing materials shall comply with the A.I.S.I. Specification for the Design of Cold-formed Steel Structural Members and to Standards ASTM C-955, ASTM C-1007, ASTM C-645, ASTM C-754 and ICBO 4782P. and 4784P. A framing design incorporating the members covered by the listed specifications and standards shall develop a structure meeting or exceeding the building design criteria listed above. Metal-clad, foam insulated panels or SIPS will not be allowed.

The building structure shall be fabricated using steel C-studs as wall framing members and C-joists as roof trusses. The size, placement and spacing of studs and joists shall be in accordance with the design criteria and material standards. The wall C-studs shall be a minimum 2" x 3 5/8" size of 20 gauge material minimum. The roof C-joists shall be a minimum 1-5/8" x 8" size of 16 gauge material minimum.

The exterior wall sheathing shall be ½" thick, exterior, CDX grade plywood.

The exterior roof sheathing shall be ¾" thick, exterior, CDX grade plywood.

The interior wall sheathing shall be ¾" thick, exterior, CDX grade plywood.

The interior roof/ceiling sheathing shall be ¾" thick, exterior, CDX grade plywood.

OSB or particle board sheathing will not be allowed.

All interior wall & ceiling surfaces shall be covered with .090" thick FRP (fiberglass reinforced plastic) sheeting of pebble grain, gloss, white finish. The individual wall faces shall be covered with one continuous sheet. The FRP sheets shall be glued to the plywood sheathing requiring no fasteners. Corner moldings of like FRP material shall be installed & finished in a workmanlike manner.

Openings in the sidewalls and/or roof shall be as shown and be fully framed out and supported using single or multiple framing members sufficient to support and fasten those devices or equipment items requiring a framed opening, these being access hatches, HVAC equipment, pipe passages, conduit passages, door and window openings and other special purpose openings as might be shown and required. The attaching of devices or equipment to the building at a framed opening shall be done fully according to the device manufacturers mounting instructions.

The building shall be warranted by the station manufacturer for a period of twenty (20) years from the date of delivery.

8.3.3 Mounting and Fastening The building shall be fabricated up from and securely attached to a framework fabricated of 2" x 6" steel tubing welded at each corner to form a base frame serving as a stable base for handling and transporting the building prior to attaching the building to the station base skid. To hold the building framing to the 2" x 6" base frame, 5/8" anchor studs will be welded to the base frame. In assembling the building framing to the base frame a 3 1/4" x 4" x 1/4" thick anchor plate under a flat washer, lock washer and 5/8" bolt shall be used to fasten the building framing to the framing base as shown. The base frame shall be grit blasted to a SP-6 finish and coated with the specified coating material.

The building enclosure shall be firmly and securely attached to the steel base structure by lag bolting from inside the station, through evenly spaced 9/32" holes pre-drilled into a 2" by 1-½" by 1/8" thick angle piece that has been continuously welded to the steel floor. The lag bolts shall screw into the 2" x 6" tubular base frame upon which the building has been built.

The lag bolts shall be plated steel, size 3/8" diameter x 2" long. The number and location of the lag bolts shall be as determined by structural analysis so as to maintain the live load and wind load ratings as specified and to resist shearing and tearing in the process of transporting and placing the finished station.

8.3.4 Exterior Treatment. The exterior finish will be field-applied brick, provided and installed by the installing contractor. The station manufacturer shall apply a layer of "housewrap" to the exterior of the building. The "housewrap" shall reduce air infiltration and moisture penetration and damage. The product shall be TYVEK or equal. The "housewrap" shall be stapled to the exterior sheathing. Unless an additional exterior material is placed over the "housewrap", nailer strips shall be nailed over the housewrap to keep the material from tearing away during shipment.

8.3.4.1 Field Applied Brickwork.

A. Samples At the discretion of the Engineer, the contractor may be instructed to construct, at the project site, a sample panel, four (4) feet by four (4) feet, using the full range of facing brickwork materials proposed for approval.

B. Materials

a. Facing Brick: ASTM C216-11, with the style and color to be approved by the Owner
b. Portland Cement: ASTM C 150-66 Type 1
c. Masonry Cement: ASTM C 91-66
d. Sand: ASTM C 144-66T, Natural
e. Water: Free of matter that could impair suitability for use in mortar.
f. Hydrated Lime: ASTM C 207-49 Type S
g. Wall Reinforcing: Dur-O-Wal, trussed Type.
h. Cleaning Agent: "Sure-Klean", suited to kind and color of brick.

C. Mortar Preparation

a. For work below grade, use mortar composed of one part portland cement, ¼ part hydrated lime and three parts sand, by volume. Optional use, one part portland cement, one part masonry cement, and six parts sand by volume. Sand shall be measured damp and loose.
b. For work above grade, use mortar composed of one part portland cement, one part hydrated lime and six parts sand, by volume. Optional use, one part masonry cement, and three parts sand by volume.
c. Mix materials mechanically for not less than five minutes after all ingredients are in mixer.

D. Brick Installation

a. Lay brick plumb, level, true to line in running bond or as indicated. Align on exposed face.
b. Finish joints flush that will not be exposed in finish work. Finish joints, that will remain exposed with 24 inch sled runner. Tool vertical joints first. Lay three courses to approximately eight inches vertically, using joints of uniform size.
c. Lay brick in full bed of mortar with head and edge joints completely filled.
d. Lay out courses to minimize cutting and avoid jumping bond.
e. Build in indicated flashing as work progresses.
f. Provide weep holes, approximately four feet on centers, in horizontal courses approximately eight inches above finish grade. Keep weep holes free from mortar.
g. Air space between brick and inside wall kept free of excess mortar by means of a wood strip.

E. Reinforcing Reinforce brick with Dur-O-Wal from back up wall at sixteen (16) inches vertically and twenty-four (24) inches horizontal.

F. Control Joints Contractor shall provide control joints at locations as recommended by the brick manufacturer.

G. Chases and Embedded Items Contractor shall build in flashing, sleeves, clips chases and accessories as work progresses.

H. Protection

a. Do not lay brick work when temperature is below 40° F unless approved by the Engineer.
b. Do not use frozen or ice covered materials.
b. Cover top of walls at end of day's work.
c. If required, provide adequate heating and protection to prevent brickwork from freezing.

I. Cleaning

a. Keep face of brick free from excess mortar while laying bricks. Brush brickwork with dry fiber brush as soon as is practicable after laying, removing any adhered matter.
b. Clean brickwork with fiber brushes and clear water or cleaning agent. Use cleaning agent according to manufacturer's recommendations.

8.3.5 Factory Installed Trussed Roof System. The building manufacturer shall provide Wooden roof trusses, plywood sheathing, underlaying felt to be factory applied and be covered by the finished roof surface which shall be factory applied to the building to form a hipped roof system as shown.

When installed, the trusses shall be covered by 1/2" thick C-C Grade plywood. The selected roof material shall be called out in these specifications. The minimum roof slope shall be 3:12. A ridge line, metal airvent system shall be installed as a part of the roof. The system shall be complete with fascia and soffit. When required, the roof structure shall include the roof hatches being built into the roof field by the station manufacturer using the same materials as specified above.

Metal Facia and Soffits shall be supplied by the station manufacturer and installed on the building by the installing contractor after brick installation. These materials for the facia and soffit shall be complimentary in color and texture and approved by the Engineer.

For review by the Engineer-of-Record, the roof system shall be designed and stamped by a Registered Professional Engineer in the State of Kentucky and provided with the equipment submittals.

8.3.6 Metal Roof System. The wood roof sheathing shall be covered with 30 lb. felt which is covered with a 26 gauge metal panel system to form a standing seam, hipped roof as shown. The panels shall have a Galvalume7 substrate with a Kynar 500® finish. The panels shall meet UL Standard 2218, Class 4 impact resistant and Class A fire resistant rating. The system shall be complete with fascia and soffit. The minimum roof slope shall be (3):12.

The roof panels shall be brought to the hipped edges and capped with a double paneled, broken edge panel running the entire length of all four hipped edges of the roof. The upper edge of the edge panel shall lap over and finish the standing seam roof panels. The ridgeline of the roof shall be covered end to end with a broken edge panel open along the sides to create a roof vent along both sides of the entire ridge line. The top of the broken edge panel along the ridge line shall cover over the top of the standing seams to provide a finished appearance.

The roof panels as assembled and attached to the roof shall be counter-flashed around the entire peripheral edge of the roof at the eves. The counter-flashing strips shall lap over the facia material and the facia material shall lap over the edges of the soffits to close the system.

8.3.7 Heavy Duty Steel Doors. Doors, single and double leaf and of the size shown, shall be manufactured of 18-gauge galvanized steel. Door sizes and locations are as shown on the drawings. All doors shall be full flush construction and 1-3/4 inches thick. Doors shall be reinforced, stiffened, insulated, and sound deadened with a solid polystyrene foam board permanently bonded to the inside of each face skin. The lock and hinge edge of each door shall be welded with a center hairline seam the full height of the door. The lock edge shall be reinforced full height by a 14-gauge continuous one-piece channel extruded templating. The hinge edge shall be reinforced full height by a 14-gauge continuous one-piece channel, formed and tapped for hinges. Top and bottom of the door shall be closed with 16-gauge channels. Doors shall have beveled 1/8-inch (3) in 2-inch (51) lock edge and square hinge edge. Doors shall be thoroughly cleaned and receive an iron phosphate treatment prior to receiving one coat of prime paint. Door closures and rim panics are reinforced with 14-gauge channels.

Doors shall be fully-mounted in frames produced for pre-hanging of commercial 1-3/4" doors. Frames are formed to 16-gauge commercial quality cold rolled steel conforming to ASTM A366 or A620 and A568. Frames are produced in two welded units, to be mechanically joined during installation. The base side is prepared for all required hardware. Both units, base and trim, are furnished with welded mitered faces. Frame anchoring includes compression anchors and stud screws. Door hinges shall be continuous gear hinges, fabricated of extruded 6063-T6 aluminum alloy/temper with pinless assembly. The doors shall have a lockset, exterior handle, interior panic type exit device, and top mounted-door closer with hold-open device.

Doors and frames shall be finished with a two-component, aliphatic/acrylic polyurethane coating, white in color, with a high gloss finish. The coating shall be resistant to a wide range of solvents and chemicals under splash and spill conditions. The coating system is V.O.C. compliant.

8.3.8 Building Substructure. The substructure shall be designed to support the building live and dead loads plus the burden imposed by loading, transporting and unloading of this equipment.

All steel plates used in the substructure shall meet or exceed the requirements of ASTM-A36. The structural shapes (channels and angles) shall be of the thickness/weight as shown on the plans for this item and shall meet or exceed the requirements for ASTM A-36. The structural rectangular or square tubing shall be of the wall gauge as shown on the plans for this item and shall meet or exceed the requirements for ASTM A-500 Grade B.

On the substructure on the floor plate, indented approximately 6"/8", there shall be welded a 1-1/2" x 2" x 1/8" steel angle iron with drilled holes. This angle steel piece shall be the bracket through which the building is attached to the base substructure.

The manufacturer shall include as part of the substructure, steel angle brick ledges in all areas where foundation cutouts are shown on the plans. The members shall be sized to support the exterior brick façade which will be installed in the field.

8.3.9 Traveling Bridge Crane Rail. The pump station building shall be equipped with a traveling bridge crane rail with a chain hoist and trolley as required to facilitate future maintenance and removal of equipment within the pump station. ***The bridge crane system shall provide sufficient clearance to permit removal of the pump motors from the pump body while leaving the pump body in place.***

The supports for the bridge crane running beams shall be attached into the building structure or shall be supported by structural steel, vertical columns placed along the sidewalls in sufficient numbers to fully support the bridge crane structure and any lifted load at any point within the building.

The hoist shall be rated for 2,000 lbs. with 12' of lift. A Weston-type load brake shall be supplied that requires no lubrication. To minimize jamming and slipping, the hoist shall be supplied with hand wheel covers with guide slots. The chain will be hardened. The hook shall be forged steel, equipped with a safety latch and swivel.

The trolley shall be manufactured of high quality rolled steel. The wheels shall be double row, ball bearing design for greater wear capacity. The bearings shall be pre-packed with lifetime lubricant and protected with dust covers. The trolley shall quickly adapt to a wide range of beams with the "Dial-Fit" collar system. The trolley beam shall be a "W4x13" flange steel I-beam conforming to ASTM-A36 standards.

8.3.10 Piping Penetrations. Where suction and discharge piping, or any other pressure piping, passes through the station floor plate and base sub-structure, that area of the floor shall be provided with a grout sleeve made up of steel pipe of 9" height and of sufficient annular diameter to pass a full size pipe flange for the pipe size shown.

The steel sleeve shall be welded into the floor plate with a 1" projection above the floor in the station. Following installation of the inlet and outlet pipes, the installing contractor shall be responsible for furnishing and installing grout to close the opening around the installed pipe.

8.3.11 Floor Drain. The station shall have floor drains as shown on the drawing. The floor drains shall be a 4" grated opening with 4" I.D threaded hub for connection of a drain line up under the station floor.

8.3.12 Safety Floor Matting. The walkway areas (that space from the entrance ladder to the control panel and the entire NEC clearance area) shall be covered with a rubber drainage runner. The runner shall be medium duty, 1/2 inch minimum thickness of open slot design allowing fluids to drain under standing or walking surfaces. The runner shall have a tread design to promote sure footing. The underside of the runner shall have a raise knob design to permit aeration and drainage, and to reduce runner fatigue. The runner shall not be glued to the floor.

8.4 Pump Operating Conditions. The pump station shall be capable of delivering the fluid medium at the following capacities and heads when operating at 0 feet minimum suction pressure.

PUMP #1 & #2

The pumps shall be vertical in-line multistage centrifugal as manufactured by Grundfos Model CR95-1.

Design Point: 400 GPM @ 120 feet TDH;
Maximum Point: 650 GPM @ 70 feet TDH;
Minimum Stable Flow: 45 GPM
NPSHr: 11.42 feet;
Suction Pressure: 110 – 125 PSI Max;
Discharge Pressure: 165 PSI;
Pump Efficiency at Design Point: 75.66%;
Pump Power: Non-overloading for 20 rated HP;
Rated Motor Power: 20 HP;
Motor Speed: 3600 rpm nominal;
Motor Service Factor: 1.15
Electrical Power: 480 volt 3 phase, 60 cycle

8.5 Booster Pumps – Vertical, Centrifugal Diffuser, Multi-Stage. The booster pumps employed within the booster pump station shall be of the vertical centrifugal diffuser type, multi-stage, designed specifically for low flow - high head operation. The pumps shall conform to the detailed specifications as set forth below:

The pump suction/discharge chamber, motor stool and pump shaft coupling shall be constructed of cast iron. The impellers, pump shaft, diffuser chambers, outer discharge sleeve and impeller seal rings or seal ring retainers shall be constructed of stainless steel. The impellers shall be secured directly to the pump shaft by means of a stainless steel tapered split cone and locking nut. Intermediate and lower shaft bearings shall be Tungsten Carbide and Ceramic or Silicon Carbide. Pumps shall be equipped with a high temperature mechanical balanced cartridge seal assembly with Silicon Carbide/Silicon Carbide seal faces mounted in stainless steel seal components with EPDM or Viton elastomers.

8.5.1 Pump Motor Configuration. The pump driver shall be a NEMA Design B, three phase, alternating current, (squirrel cage) induction motor, continuous duty rated, with motor insulation as Class F for Class B Heat Rise. They shall be 20 HP, 3600 rpm nominal and suitable for 3 phase, 60 cycle, 480 volt electrical service. Motor efficiencies shall be Premium Efficient as stated in NEMA MG 1, 2011 Part 12, Table 12-12 for the motor enclosure, open or closed. The motor enclosure shall be Open Drip Proof (ODP).

The pump motor shall be sized so that the nameplate horsepower rating, without consideration of the service factor, shall not be exceeded at any point along the pump performance profile. The pump motor shall be complete with a 1.15 service factor when operated with constant speed starters (sine wave power). The service factor shall be 1.00 when operated with variable frequency drives (inverter power) per NEMA MG 1 – 2011, Part 31.3.7.

Motors of 600 volts or less shall meet the requirements of NEMA MG 1 2011 Part 31.4.4.2 for ability to sustain voltage spikes when used with variable frequency drives under usual conditions. These motors are for use with variable frequency drives.

8.5.2 Pump/Motor Vibration Isolation Pads. The pump/motor assembly shall be mounted to a fabricated steel base built specifically for the pump/motor to be mounted. Each mounting or attachment point shall be complete with a vibration isolation pad. The pad will be in two (2) parts, a 1/4" base layer followed by a 5/8" upper layer and be a nominal 2" x 2" square size for pump/motor combinations weighing up to 1500 pounds.

8.6 Piping. The piping within the station shall conform to AWWA Standard C-200. Piping shall be steel and conform to material specification ASTM A-53(CW) for nominal pipe size four (4) inch and smaller and ASTM A-53(ERW) Grade B for nominal pipe size five (5) inches and larger. Steel butt-welding fittings shall conform to material specification ASTM A-234 Grade WPB and to the dimensions and tolerances of ANSI Standards B16.9 and B16.28 respectively.

Forged steel flanges shall conform to material specification ASTM A-105 Class 60 and/or ASTM A-181 for carbon steel forgings and to the dimensions and tolerances of ANSI Standards B16.5 as amended in 1992 for Class 150 and Class 300 flanges. The piping sizes shall be as shown on the drawing and materials shall conform to the following:

Size 10-inch and below - Schedule 40

Size 12-inch thru 20 inch - Standard weight (.375" wall)

Size 24-inch and above - Standard weight (.500" wall)

All pipe welds shall be performed by certified welders employed by the pump station manufacturer. As part of the equipment submittal, the pump station manufacturer shall provide copies of the welding certificates of the employees who are to perform the pipe welds. Shop welders shall be certified in accordance with ASME BPVC Section IX or AWS D1.1. Certification shall be done by an independent testing laboratory giving certification for the weld positions for which the tests were performed.

All piping inside and outside surfaces shall be prepared by grit blasting, or other abrasive blasting, prior to any welds taking place to minimum SP-6 finish.

Piping of 4" diameter and smaller may be cut by saw. Piping of 5" diameter and larger shall be bevel cut, and Oxyfuel or Plasma-arc cutting techniques shall be used to assure and facilitate bevel pipe cuts. No saw cuts or other form of abrasive cut-offs are allowed on 6" and larger diameter pipe.

Saddle cuts in pipe made in preparation for a saddle weld of a pipe at an angle to a pipe shall be made with numerically controlled, plasma cutting machines. Similarly, saddle end cuts to pipes to make a saddle mating piece shall be done with the same numerically controlled plasma cutting equipment. When the two saddle cut pieces are mated and welded with the MIG process, the internal finished weld shall be smooth and free of inclusions, crevices and other corrosion sites.

Pipe welds shall be performed by metal added, inert gas shielded arc welding (MIG) techniques wherein the weld heat settings, the wire feed speed and the traverse speed of the work below the welding are numerically set to assure proper weld fusion and penetration and repeatable welds.

In all cases, short circuit transfer, spray transfer or pulse-arc transfer modes of the gas metal arc welding process shall be applied semi-automatically. When utilizing the short circuit mode, shielding gas consisting of 50% carbon dioxide and 50% argon gas shall be used. When utilizing the spray or pulse-arc transfer modes, a shielding gas consisting of 5% carbon dioxide and 95% argon shall be used. In all cases, welding wire with a minimum tensile strength of 70,000 psi shall be employed. All flange welds and butt welds of equal size pipe shall be a single continuous nonstop weld around the complete circumference of the pipe. Whenever possible, vertical up weld passes will be applied to all pipe welds. No vertical down weld passes will be allowed. Completed welding assemblies shall create no internal obstruction, restriction or create any unintended sources of water deflection.

Piping of six (6) inch diameter and larger shall require a minimum of two (2) weld passes to complete each weld. The first pass, or root pass, shall be applied at the bottom of the bevel cut using the short circuit transfer welding mode, and the second pass, or cap pass, shall be applied over the root pass using the spray or pulse arc transfer welding modes to insure that at a minimum the total weld thickness shall be equal to thinnest of the two pieces being welded together.

The pipe shall be sand blasted, as specified elsewhere, before pipe weld and after pipe weld, before fusion bonded epoxy is applied. No welding shall be performed on fusion bonded coated piping after the coating process has been performed. Where any piping is to be welded after the application of fusion bonded epoxy coating to the inside of the pipe, at the point of the weld, a weld standoff must be welded to the pipe prior to the coating. The weld shall be made to the standoff and not onto the pipe.

The internal surfaces of piping to be fusion bonded coated shall be grit blasted to an SP-10 finish with the finish profile required by the coating material manufacturer. The internal, wetted surfaces of the steel transmission piping shall have applied to it a Fusion Bonded Epoxy Coating on the interior pipe surface. The coating shall be applied and meet the testing requirements of Table 1 and Table 2 with the exception of Table 2 section 7 per AWWA C-213.

The powder coating product shall be National Sanitation Foundation (NSF) Standard 61 certified material.

Test	Requirement	Results
Specific Gravity	1.2 – 1.8	1.37 g/mL
Sieve Analysis	<2.0% on 100 mesh	0.14%
Gel time @ 400˚F	7-150 seconds	25 seconds
Thickness	12-16 mils	12-16 mils
Impact	>100 in/lb	>100 in/lb
Appearance	Smooth & defect free	Smooth, defect free
Bendability	Pass 2.4 inch bend	Pass 1.8 inch bend
Shear Adhesion	>3000 PSI	5300 PSI
Penetration	<10%	8%
Abrasion Resistance	<0.300 grams loss	0.15 gram loss
Water Soak	1-3 Rating	1 Rating
Volume Resistivity	>1.1x10e15	2x10e15
Dielectric Strength	>1000 V/mil	1160 V/mil

The epoxy powder coating shall be IF1947T Red Epoxy Coating, latest revision from Valspar, Inc.

Prior to shipment of the station, the station manufacturer shall provide in writing to the Engineer certification that the fusion bonded epoxy coating has been applied to all internal surfaces of the steel piping using the proper method. Said certification shall show under the station manufacturer's letterhead:

- -Date of application;
- -Material manufacturer and product designation including a product data sheet for the coating;
- -Applier of the fusion bonded coating, name, address and phone number;
- -Notarized signature of an officer of the station manufacturing company stating the fusion bonded epoxy coating was applied to AWWA Standard C213-91 or the latest revision.

8.7 Pipe Supports. Pipe supports by minimum sizing for:

8" and smaller piping shall be 2" x 3" x 3/16" wall rectangular tubing;

10" and larger piping shall be 3" x 4" x 1/4" wall rectangular tubing;

6" and larger piping shall be provided with "kick" bracing projecting fully from the underside of the pipe to the floor at an angle of no less than 15E from vertical out at a right angle to the run of the pipe being supported. These "kick" braces shall be in addition to the vertical pipe supports called out above.

Where components are to be supported and may require disassembly at some time, the supports for these components shall be welded at the bottom and bolted at the top by use of a bolt yoke welded to the top of the support and bolted into the flange connection picking up at least three bolts.

All of the inlet and outlet vertical riser pipes shall be provided each with, two (2) structural steel, angle pipe support welded to the weldment plates on the vertical riser pipe to down to the floor. These supports shall be opposed by at least 120 degrees around the pipe. The minimum member size for these supports shall be 3" x 4" x 1/4" tubular steel.

Pipe supports are to be fully welded at both end points to the pipe and steel floor where required.

Simple pipe stands made of pipe welded only at the floor and upholding a bracket with or without a threaded jack bolt or a U-bolt are not acceptable, as no lateral or transverse support is provided**.**

8.8 Restrained Points. All major inlet and outlet piping to the station shall be provided with four (4) restraining points as welded on "eyes" or similar device welded to the underside of the base structure framing as shown to facilitate the attachment of joint restraint tie rods or other device to be used in retarding any pipe movement at the connections.

8.9 Corrosion Protection Coatings. All interior and exterior surfaces of the exposed steel structure, transmission piping, and fittings shall be gritblasted equal to commercial blast cleaning (SSPC-SP6). Following fabrication all exposed surfaces of the station, interior and exterior, shall be coated according to the following requirements.

Initially all weldments will be pretreated by hand to provide additional corrosion protection using the same product as the base coat. Following the pretreatment full base coating application shall take place. The base coating shall take place immediately after surface preparation. The protective coating shall consist of a two-component, high solids, high build, fast drying epoxy system for protection and finishing of steel and having excellent corrosion resistant properties. The epoxy system shall be self-priming and require no intermediate coatings.

Following the weldament treatment and base coating application, a full finish coating application shall take place. The protective coating shall consist of a two-component, high solids, high build, fast drying epoxy system for protection and finishing of steel and having excellent corrosion resistant properties. The epoxy system shall be self-priming and require no intermediate coatings. The base and finish coats shall provide a total dry mil thickness of 8.0 mils.

Following assembly and just prior to shipping, there shall take place a thorough cleaning of the floor of the station followed by a rolled on coating of the two part epoxy coating to cover over any scuffing or scaring that might have occurred during assembly.

8.9 Floor Coating and Corrosion Protection System. The exposed surfaces of the structural steel base shall have a non-skid coating of a two-component, 100% high performance aromatic polyurea spray elastomer system with zero VOC (Volatile Organic Compounds), 100% solid. The coating shall offer outstanding performance and superior elastomeric protection for various substrates. The coating shall be designed as a user-friendly product for moisture insensitive applications because of its pure polyurea chemistry, and offer exceptional adhesion properties for properly prepared substrates. The high performance formulation shall produce an excellent skin formation for chemical resistance and moisture protection.

Both the Iso "A" Side and Resin "B" Side shall be preconditioned between 70-90°F before application. Iso "A" and Polyol "B" components must be pumped by low-pressure transfer pumps to a suitable high-pressure proportional pumping system.

Temperature Settings:	
Iso "A" Block Heater:	140-160°F
Resin "B" Block Heater:	140-160°F
Hoses (Iso and Polyol)	140-150°F
Equipment Hydraulic Pressure:	2,000-2,500PSI

CHEMICAL TECHNICAL DATA:	
Mix Ratio by Volume: Gel Time:	1A:1B 6-9 Sec
Tack Free Time:	9-12 Sec
Viscosity (cps) @ 77°F	
"A" Iso Side:	1,000±100
"B" Resin Side:	370±50
Material Density (lbs/gal) @ 77°F "A" "A"	
Iso Side:	9.5 lbs/gal
"B" Resin Side:	8.4 lbs/gal.

BASIC PHYSICAL PROPERTIES:

Test Name	Test Methods	Value
Hardness Shore D	ASTM D2240	60±1
Coefficient of Friction	ASTM D1894	
Static		0.305
Kinetic		0.127
Dielectric Const.	ASTM D150	3.6
Dissipation Factor	ASTM D150	0.031
Volume Resistance	ASTM D257	2.3x1014 ohm cm
Elongation	ASTM D412	162%
Flexural Strength ASTM D790		2,630 PSI
Flexural Modulus	ASTM D790	0.056 MSI
Fungus Test	MIL-STD 810F	Pass
Pull-off Test–Adhesion	ASTM C297	
To Metal – No Primer		1,800 PSI

To Metal – XPM Primer		1,910 PSI
To Metal – LXSF515 Primer		1,870 PSI
Taber Abrasion (gm Loss/1000 cycles)	ASTM D4060	0.06980
Tear Strength	ASTM D624	783 ppi
Tensile Strength	ASTM D412	3,432 PSI
Water Vapor Trans.	ASTM E96	0.499 Grains/Hr Sq.Ft.

The chemical resistance testing for the coating shall be per ASTM D543 for immersion in fluids methods. Additional product certifications shall include USFDA Coatings for Incidental Food Contact Applications Certified by Keller and Heckman LLP and MIL-STD-810F.

8.10 Service Connection on Internal Piping. All plumbed devices within the station eventually requiring service, such as meters, control valves, pumps and like equipment, shall be easily removed from the piping by the presence of appropriately placed and sufficient quantity of adaptors and couplings as shown on the drawings; no less than the quantity of couplings and adaptors shown shall be allowed.

8.11 Compression Couplings. The booster station piping shall include a compression type, flexible coupling to prevent binding and facilitate removal of associated equipment where shown on the plans for this item. In lieu of a compression coupling, a Uni-Flange or a flanged coupling adapter (FCA) may be used. Grooved fittings may not be used under any circumstance. All compression couplings, Uni-Flanges, flanged coupling adapters (FCA), and flexible connectors/expansion joints shall include a minimum of two (2) control joint rods with appropriate restraining points.

8.12 Elastomer Pipe Connector. The inlet side of each booster pump shall include an elastomer connector to help isolate vibration and noise in the piping system. The elastomer connector shall be of single sphere design, constructed of neoprene and nylon with bias-ply tire reinforcing cord to provide a 225 psi working pressure rating to a minimum of 120 degrees F. The elastomer connector shall pass through the plate steel flanges designed to grip the connector so the connector seals without gaskets when the flange bolts are drawn up. A control joint limiting pipe connector movement shall be supplied with each pipe connector.

8.13 Combination Pressure Gauges. Combination pressure gauges shall have a built-in pressure snubber and have 4-1/2" minimum diameter faces and turret style case, black fiberglass-reinforced thermoplastic with a clear acrylic window with Buna-N gasket. The movement shall be rotary; the bourdon tube shall be copper alloy C-type. The gauge shall have a 1/4" MNPT lower mount process connection and contain a 0.6mm copper alloy restrictor. Combination pressure gauge range and scale graduations shall be in psi and feet of water as follows:

Suction Pressure - 0 to 150 psi, 10 psi figure intervals, with graduating marks every 2 psi.
Discharge Pressure - 0 to 300 psi, 25 psi figure intervals, with graduating marks every 5 psi.

All gauges will be panel mounted off the pipeline and be connected to their respective sensing point. The gauge trim tubing shall be complete with both isolating and vent valves and the tubing shall be so arranged as to easily vent air and facilitate gauge removal. Gauges mounted directly to the pipeline or at the sensing point will not be accepted. Gauge ranges, markings and gauge location shall be identified in the submittal documents.

Gauges shall be manufactured by WIKA Model 212.34 or approved equal.

8.14 Static and Sensing Lines. All gauge, switch and transmitter sensing lines shall be minimum 1/2" OD Type K copper with soldered fittings, run from the sensing point and a ball valve to the point of device mounting. The alignment and organization of the sensing lines shall be straight runs with 90 degrees fittings and be continuously rising. The pilot tubing shall be run in a workmanlike manner with right angle bends and elastomeric/stainless steel mounting straps to securely hold the tubing to be free of stress and vibration.

8.15 Sample Tap. A single, right angle outlet, smooth nose, brass sample tap shall be affixed to the manual vent ball valve for the low suction lockout and suction pressure gauge assembly.

8.16 Hose Bibb with Vacuum Breaker. There shall be provided a standard hose bibb with valve and vacuum breaker on the suction piping. The hose bibb connection shall be through a pressure regulator if the header pressure would exceed 60 psi.

8.17 Ball Valves. For piping of less than 3" size ball valves shall be used. The ball valves shall meet or exceed ASTM Spec B124 No. C37700. The ball valves will be 2-piece forged brass body, blow out proof stem, TFE seats, TFE packing with adjustable stem packing gland. The valves will be NPT threaded pattern complete with lever operators. Maximum working pressure shall be 600 psi.

8.18 Butterfly Valves. The butterfly valve shall be a high performance butterfly valve. Valve body shall be wafer style, for ANSI Class 150 flange bolting and have a metal reinforced, dovetail seat for drip-tight, bi-directional shutoff. The valve stem shall be one piece connected to the disk by stainless steel torque plugs with upper and lower RTFE inboard stem bearings and heavy duty upper stem bushing. The valve body shall be carbon steel with stainless steel disk and stem, EPDM seat, polyester upper stem bushing and NBR stem seal.

Valve sized six (6) inches and smaller shall be equipped with lever operator and 10 degree increment throttling stops capable of withstanding 450 ft. lbs. of input torque and mounted to the valve trunnion with 4 bolts. Valve sized eight (8) inches and larger shall be equipped with a weather-proof, heavy-duty, handwheel gear operator complete with a position indicator capable of withstanding 450 ft. lbs. of input torque and mounted to the valve trunnion with 4 bolts.

The butterfly valves shall be manufactured by Keystone, K-Lok, Series F360 or approved equal.

8.19 Check Valves. Each pump discharge pipe run shall include a swing check valve. The check valve shall be a semi-lug design utilizing a torsional spring to assist in faster closure. The valve must be capable of gravity closure should the loss of spring tension occur. The body shall be of one-piece carbon steel construction and shall be machined to accept a stainless steel seat ring. The metal seat ring shall have a machined dovetail groove to mechanically retain the elastomer seal. No vulcanized bonding or chemical bonding is permitted to facilitate seat retention. The seals and the seat rings shall be field replaceable. The elastomer seals shall provide positive shutoff at both low and high pressure. The disc shall completely cover the seat ring/seal when in the closed position to provide positive seal regardless of disc orientation.

The silent check valve shall be manufactured by Prince, Model 810 or approved equal.

8.20 Gate Valve. The meter inlet isolating valve where shown and as sized on the plan sheet shall be a gate valve meeting or exceeding AWWA Standard C-509. The gate valve will be cast iron body, bronze mounted, resilient seat, NRS (non-rising stem). The valve will be flanged pattern with flange and drilling complying to ANSI B16.1, Class 125. The valve will be complete with handwheel operator and shall be constructed so as to open left (counter-clockwise). The valve maximum working pressure rating shall be 200 psi.

The gate valve shall be manufactured by Mueller, Model A-2360-6 or approved equal.

8.21 Pressure Relief Control Valves. The valve configuration as shown shall be hydraulically operated, single diaphragm actuated. The valve shall consist of three major components: the body with seat installed, the cover with bearing installed, and the diaphragm assembly. The diaphragm assembly shall be the only moving part and shall form a sealed chamber in the upper portion of the valve, separating operating pressure from line pressure. Packing glands and/or stuffing boxes are not permitted and there shall be no pistons operating the main valve or pilot controls. Valve body and cover shall be epoxy coated. The stainless steel seat with integral bearing shall be of the solid, one piece design.

The diaphragm assembly shall contain a non-magnetic stainless steel stem of sufficient diameter to withstand high hydraulic pressures. The stem shall be fully guided through its complete stroke by a removable bearing in the valve cover and an integral bearing in the valve seat. No center guides shall be permitted. The stem shall be drilled and tapped in the cover end to receive and affix such accessories as may be deemed necessary.

The flexible, non-wicking, FDA approved diaphragm shall consist of nylon fabric bonded with synthetic rubber compatible with the operating fluid. The diaphragm shall be fully supported in the valve body and cover by machined surfaces which support no less than one-half of the total surface area of the diaphragm in either the fully open or fully closed position.

The pilot control system shall include CK2 isolation valves and X46 flow clean strainer. The pilot system shall include an opening and closing speed control on all valves. Pilot controlled sensing shall be upstream of the pilot system strainer so accurate control may

be maintained if the strainer is partially blocked. The pressure relief pilot shall be a direct-acting, adjustable, spring-loaded, diaphragm valve designed to permit flow when controlling pressure exceeds in the adjustable spring setting. The pilot control is normally held closed by the force of the compression on the spring above the diaphragm and it opens when the pressure acting on the underside of the diaphragm exceeds the spring setting. The relief valve shall be supplied with the Dura-Kleen® stem (KD option).

The pressure relief control valves shall be manufactured by Cla-Val Model 50G-01BKCKD or approved equal.

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

The flow sensor liner shall be Tefzel as approved by both the EPA and the FDA. The housing shall be steel. The integrally-mounted flow sensor and transmitter shall be FM approved and CSA approved. The electronics shall be remote mounted in a Nema 4X enclosure as shown on the plans. The flow meter shall be UL listed and approved.

The meter shall incorporate HI-Z circuitry. The preamplifier input impedance shall not be less than 10^{12} ohms. External ultrasonic electrode cleaners shall not be acceptable. Isolated outputs shall be 4-20 mA dc. Low flow cutoff shall be adjustable from 0-9% FS and there shall be two flow alarms settable from 0-99% of span.

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

The meter used in the station is designed to hold the stated accuracy limits with no more than three (3) upstream and zero (0) downstream pipe diameters of straight pipe length approaching and leaving the meter wherein the three upstream diameters does allow a full ported gate valve as shown. The station manufacturer shall be required to have the approval of the meter manufacturer for each of the meter installations attesting to the fact that stated accuracy limits will be met. Substituting another manufacture's meter with different and more upstream-downstream straight pipe run diameters being required will change flow meter accuracy to below the stated accuracy limits.

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

8.23 Strainers. Each pump shall be equipped with a line strainer in the location and of the size shown on the drawings. The strainer shall be ANSI Class 150 flanged rated for 250 psi operating pressure. The strainer body material shall be ANSI 16.42 Ductile iron with epoxy coating. The strainer shall be equipped with 316 stainless steel 10 mesh/2000 micron/0.078 inch openings. The cap hardware shall be stainless steel with a lid sealing gasket of Buna N.

The strainer shall be a CLA-VAL Model X43H.

8.24 Meter Test Port. The meter installation shall be complete with a meter test port as shown on the plans for this item. The test port shall be installed a minimum of two (2) diameters downstream of the meter and shall consist of a NPT coupling in the pipe downstream of the meter capable of accommodating a threaded hose connection adapter. The connection shall be plugged.

8.25 Pressure Testing. When the station plumbing is completed, the pressure piping within the station (including valves, pumps, control valves, and fittings), connections as make up the entire system shall be hydrostatically tested at a pressure of 200 psi or a pressure equal to the lowest test pressure rating of the equipment within the tested system, whichever is lesser pressure. The test pressure shall be applied for a minimum of 20 minutes, during which time all joints, connections and seams shall be checked for leaking. Any deficiencies found shall be repaired and the system shall be retested. The results of this testing shall be transmitted in writing to the Engineer prior to shipment of the station and shall note test pressure, time at full pressure and be signed by the Quality Control Manager or test technician.

8.26 Electrical Service. The installing contractor shall provide, at his cost, a standard 480 volt, 3 phase, 60 cycle, 4 wire, electrical service in conjunction with the local power provider. This shall in include but is not limited to, C.T. cabinet, meter base, main disconnect, manual transfer switch, generator quick connect receptacle, aluminum uni-strut equipment mounting assembly, grounding, wiring, etc.

All electrical work shall be performed by a Kentucky Licensed Electrician and all work shall be in strict accordance with all applicable state and local electrical codes and power company requirements.

8.26.1 Manual Transfer Switch A double throw switch shall be furnished to transfer the electrical load from one supply to another. Terminals shall be suitable for 60 degrees or 75 degrees Celsius, Al or Cu wire on 30-100 amperes; 75 degrees Celsius for above 100 amperes.

The manual transfer switch shall have a lockable door hasp along with a lockable handle. The manual transfer switch interlocking mechanism shall be integrated with the access door. The mechanism shall prevent connections from being energized unless the access door is closed. The transfer switch shall be non-fusible, 3 pole, 600 VAC, 400 amp. The manual transfer switch shall be in a NEMA 4 enclosure. Transfer switch shall be suitable for service entrance use with neutral or ground lug kit installed.

The manual transfer switch shall be manufactured by Cutler Hammer or approved equal.

8.26.2 Generator Receptacle Assembly. A generator receptacle shall be furnished and installed to supply power to the station during outages. The generator receptacle shall be rated as 3-wire, 4-pole, 600 VAC, 400 amp, 50-400 hertz. The generator receptacle shall have a NEMA 4 rating. Generator Receptacle shall be dirt tight, dust tight, moisture resistant and be weather proof housing. Receptacle shall include weather proof self-closing spring door. Receptacle shall be electro galvanized aluminum acrylic painted feraloy iron alloy. The receptacle assembly shall consist of a back box with angle adapter along with receptacle with reverse service connector.

The manual transfer switch shall include a receptacle assembly as manufactured by Crouse Hinds. The specific electrical plug type shall match used currently by the Owner.

8.27 Electrical Apparatus – Design, Assembly & Test. The electrical apparatus and control panel design, assembly, and installation, and the integration of component parts will be the responsibility of the manufacturer of record for this booster pumping equipment. That manufacturer shall maintain at his regular place of business a complete electrical design, assembly and test facility to assure continuity of electrical design with equipment application. Control panels designed, assembled or tested at other than the regular production facilities or by other than the regular production employees of the manufacturer of record for this booster pumping equipment **will not** be approved.

8.27.1 Conformance to Basic Electrical Standards. The manufacturer of electrical control panels and their mounting and installation shall be done in strict accordance with the requirements of UL Standard 508A and the National Electrical Code (NEC), NFPA 70 latest revision so as to afford a measure of security as to the ability of the eventual owner to safely operate the equipment. No exceptions to the requirements of these codes and standards will be allowed; failure to meet these requirements will be cause to remove the equipment and correct the violation.

8.27.2 U.L. Listing. All service entrance, power distribution, control and starting equipment panels shall be constructed and installed in strict accordance with Underwriter's Laboratories (UL) Standard 508A "Industrial Control Equipment." The UL label shall also include an SE "Service Entrance" rating stating that the main distribution panel is suitable for use as service entrance equipment. The panels shall be shop inspected by UL, or constructed in a UL recognized facility. All panels shall bear a serialized UL label indicating acceptance under Standard 508A and under Enclosed Industrial Control Panel or Service Equipment Panel. In addition, a photocopy of the UL labels for this specific project shall be transmitted to both the project engineer and the contractor for installation within their permanent project files, prior to shipment of the equipment covered under these specifications.

8.27.3 E.T.L. Listing. All control panels shall be E.T.L. Listed by Interek Testing Services (ITS) under Category 4 - Industrial Control Equipment. Each completed panel shall bear an E.T.L. listing label. The listing label shall include the station manufacturer's name, address and telephone number. The station manufacturer shall have quarterly inspections performed by ITS at the manufacturer's facilities to ensure that the products being listed comply with the report and procedural guide for that product.

8.27.4 Equipment Grounding. Each electrical equipment item in the station shall be properly grounded per Section 250 of the National Electrical Code. Items to be grounded include, but are not limited to, pump motor frames, control panel, transformer, convenience receptacles, dedicated receptacle for heater, air conditioner, dehumidifier, lights, light switch, exhaust fans and pressure switches.

All ground wires from installed equipment shall be in conduit and shall lead back to the control panel to a copper ground buss specific for grounding purposes and so labeled. The ground buss shall be complete with a lug large enough to accept the installing electrician's bare copper earth ground wire. The bus shall serve as a bond between the earth ground and the equipment ground wires.

8.28 Electrical Apparatus – Materials & Equipment.

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

When mounting panels in buildings with ¾" plywood interior sheathing, certain panels and components may be mounted by screwing these devices into the wall. The maximum weight of a panel mounted with four lag screws cannot exceed 250#. The lag screws must either be 5/16" or 3/8" diameter and be fully threaded

8.28.2 Electrical Distribution Panel. The distribution panel shall be a single section, bolt-on panelboard, bottom feed, surface mount, SE rated, NEMA 4 enclosure for three phase, four wire, 480 VAC Delta power and with aluminum bus. Circuit Breakers shall be rated for 10 KAIC.

The main circuit breaker shall be rated for 200 amp service. The distribution panel shall be complete with the following branch circuit breakers:

One (1) 3-pole, 200 amp main breaker;
One (1) 3-pole, 30 amp surge protection breaker;
One (1) 3-pole, 15 amp phase monitor breaker;
Two (2) 3-pole, 100 amp pump motor breakers;
One (1) 2-pole, 30 amp primary transformer breaker;
One (1) 3-pole, 30 amp HVAC breaker;
Space for one (1) 3-pole, 100 amp spare breaker.

Nameplates shall be provided in etched phenolic.

8.28.3 Secondary Circuit Breaker (Lighting) Panel. All secondary circuit breakers shall be incorporated into one (1), separate NEMA 4 circuit breaker panel. There shall be provided, thermal-magnetic trip circuit breakers as follows:

One (1) Transformer Breaker, Secondary Side, 60 amps;

Ten (10) Auxiliary Circuit Breakers, as follows:

Controls (1p, 15amp)	Convenience Outlets (1p, 15amp)
Lights (1p, 15amp)	Telemetry (1p, 15amp)
Dehumidifier (1p, 15amp)	5 Spares (1p, 15amp)

Nameplates shall be provided in etched phenolic.

8.28.4 Electrical Power Transformer. Balanced 115/230 single phase power for the auxiliary circuits within the scope of each booster station shall be obtained by use of a 10 KVA dry, step down transformer. The transformer shall be wall mounting type, in a NEMA 3R non-ventilated weatherproof enclosure. Transformer shall operate with noise levels equal to or less than ANSI and NEMA standards. Transformer insulation shall be Class 180c. The transformer shall meet the most recent standards for efficiency. The unit shall be "UL" approved for indoor/outdoor application.

8.28.5 Phase Monitor. A phase monitor shall be supplied to protect three-phase equipment against phase loss, undervoltage and phase reversal conditions. When a fault is sensed, the monitor output relay opens within two seconds or less to turn the equipment off and/or cause an audio or visual alarm. Both Delta and Wye systems may be monitored. The monitor shall have an automatic reset and shall also include an adjustable voltage delay. The monitor shall have an indicator LED (glows when all conditions are normal and shall monitor phase sequence: ABC operate (will not operate CBA). The phase monitor shall be UL approved and CSA certified.

8.28.6 Surge Protection Device. A secondary surge arrester shall be provided. Housing shall be Noryl and be ultrasonically sealed. Valve blocks shall be metal oxide with an insulating ceramic collar. Gap design shall be annular. The lead wire shall be permanently crimped to the upper electrode forming part of the gap structure. Arresters shall be UL and CSA listed Lightning Protective Devices.

8.28.7 Control Panel. All time delay relays, control relays, switches, programmable logic controller, time clock, and terminal blocks, shall be incorporated into one (1) NEMA 4 control panel.

The panel shall be equipped with multi-position switches including Hand-Off-Automatic (H-O-A) switches shall be oil tight, 3-position maintained and be located on the main control panel door. Indicating lights shall be oil tight, with a full voltage pilot light. Nameplates shall be furnished on all panel front mounted switches and lights.

Switches, lights and pushbuttons shall be Schneider Electric, Series XB, 22 mm, Die Cast Chrome plated devices. Pilot lights shall be with protected LED’s for 120 Vac operation as XB4BVG, pushbuttons shall be non-illuminated, momentary contact, extended lens as ZB4BL and the switches shall be 2 position maintained, 2 position right-to-left, 3 position maintained, 3 position momentary-to-center, 3 position momentary from left to center, and 3 position momentary from right to center with standard black lever as ZB4BD.

Switches:

1. Pump #1, 3-position;
2. Pump #2, 3-position;
3. Telemetry/Test/Time Clock, 3-position;
4. Pump Run Alternator (Pump 1/Alternate/Pump 2), 3-position.

Lights:

1. Red – Low Suction Pressure;
2. Green – Pump #1 in Operation;
3. Green – Pump #2 in Operation;

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

Time Delay Relays:

1. Low Suction Timer
2. High Discharge Timer

The control panel shall include a 15-minute multiple interval time controller with 24 hour dial with a skip-a-day feature and a DPDT switch. The controller shall be wired into the "Time Clock" portion of the "Telemetry/Test/Time Clock" switch. The time clock control shall be manufactured by Paragon Electrical Products, Model 1015-00RS or approved equal.

A running time meter shall be supplied for each pump to show the number of hours of operation. The meter shall be enclosed in a dust and moisture proof molded plastic case, suitable for flush mounting on the main control panel. The meter dial shall register in hours and tenths of hours up to 99999.9 hours before repeating. The meter shall be suitable for operation from a 115 volt, 60 cycle supply.

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

8.28.8 Adjustable Frequency Drives. This specification is to cover a complete Variable Frequency motor Drive (VFD) consisting of a pulse width modulated (PWM) inverter designed for use on a standard NEMA Design B induction motor.

The VFD package as specified herein shall be UL listed as a complete assembly and enclosed in an integrated UL type 1 enclosure, assembled and tested by the manufacturer in an ISO9001 facility. The VFD tolerated voltage window shall allow the VFD to operate from a line of +30% nominal, and -35% nominal voltage as a minimum.

All VFDs shall have the same customer interface, including digital display, and keypad, regardless of horsepower rating. The keypad shall be removable, capable of remote

mounting and allow for uploading and downloading of parameter settings as an aid for start-up of multiple VFDs.

The keypad shall include Hand-Off-Auto (H-O-A) selections and manual speed control. The drive shall incorporate bumpless transfer of speed reference when switching between Hand and Auto modes. There shall be fault reset and Help buttons on the keypad. The Help button shall include on-line assistance for programming and troubleshooting.

There shall be a built-in time clock in the VFD keypad. The clock shall have a battery backup with 10 years minimum life span. The clock shall be used to date and time stamp faults and record operating parameters at the time of fault. The clock shall also be programmable to control start/stop functions, constant speeds, PID parameter sets and output relays. The VFD shall have a digital input that allows an override to the time clock (when in the off mode) for a programmable time frame. There shall be four (4) separate, independent timer functions that have both weekday and weekend settings.

The VFDs shall utilize pre-programmed application macros specifically designed to facilitate start-up. The Application Macros shall provide on command to reprogram all parameters and customer interfaces for a particular application to reduce programming time. The VFD shall have two user macros to allow the end-user to create and save custom settings.

The VFD shall have cooling fans that are designed for easy replacement. Operating temperature will be monitored and used to cycle the fans on and off as required. The VFD shall be capable of starting into a coasting load (forward or reverse) up to full speed and accelerate of decelerate to setpoint without safety tripping or component damage.

The VFD shall have the ability to automatically restart after an over-current, over-voltage, under-voltage, or loss of input signal protective trip. The number of restart attempts, trial time, and time between attempts shall be programmable. The overloading rating of the drive shall be 110% of its normal duty current rating for one (1) minute every ten (10) minutes, 130% overload for two (2) seconds. The minimum FLA rating shall meet or exceed the values in the NEC/UL table 430-150 for 4-pole motors.

The VFD shall have an integral 5% impedance line reactors to reduce the harmonics to the power line and to add protection from AC line transients. The 5% impedance may be from dual (positive and negative DC buss) reactors, or 5% AC line reactors. VFDs with only one DC reactor shall add AC line reactors. The VFD shall include a coordinated AC transient protection system consisting of 4-120 joule rated MOVs (phase to phase and phase to ground), a capacitor clamp, and 5% impedance reactors.

The VFD shall be capable of sensing a loss of load (broken shaft/ coupling) and signal the loss of load condition. Relay outputs shall include programmable time displays that will allow for drive acceleration from zero speed without signaling a false underload condition. If the input reference (4-20mA or 2-10V) is lost, the VFD shall give the user the option of either (1) stopping and displaying a fault, (2) running at a programmable preset speed, (3) hold the VFD speed based on the last good reference received, or (4) cause a warning to be issued, as selected by the user.

The VFD shall have programmable Sleep and Wake up functions to allow the drive to be started and stopped from the level of process feedback signal. All VFD's to have the following adjustments:

1. Three (3) programmable critical frequency lockout ranges to prevent the VFD from operating the load continuously at an unstable speed.
2. Two (2) PID setpoint controllers shall be standard in the drive, allowing pressure or flow signals to be connected to the VFD, using the microprocessor in the VFD for the closed loop control.
3. Two (2) programmable analog inputs shall accept current or voltage signals.
4. Two (2) programmable analog outputs (0-20mA or 4-20mA).
5. Six (6) programmable digital inputs for maximum flexibility in interfacing with external devices.
6. Three (3) programmable digital Form-C relay outputs.
7. Seven (7) programmable preset speeds.
8. Two (2) independently adjustable accel and decel ramps with 1 - 1800 seconds adjustable time ramps.
9. The VFD shall include a motor flux optimization circuit that will automatically reduce applied motor voltage to the motor to optimize energy consumption and audible motor noise.
10. The VFD shall include a carrier frequency control circuit that reduces the carrier frequency based on actual VFD temperature that allows the highest carrier frequency without derating the VFD or operating at high carrier frequency only at low speeds.
11. The VFD shall include password protection against parameter changes.

The Keypad shall include a backlit LCD display. The display shall be in complete English words for programming and fault diagnostics (alpha-numeric codes are not acceptable). All applicable operating values shall be capable of being displayed in engineering (user) units. A minimum of three operating values shall be capable of being displayed at all times.

The VFD shall have an RS-485 port as standard. The standard protocols shall be Modbus, Johnson Controls N2 bus, and Siemens Building Technologies FLN. Each individual drive shall have the protocol in the base VFD. All protocols shall be certified by the governing authority. Serial communications capabilities shall include, but not be limited to; run-stop control, speed set adjustments, current limit, accel/decel time adjustments, and lock and unlock the keypad. The drive shall have the capability of allowing the DDC to monitor feedback such as process variable feedback, output speed/frequency, current (in amps), percent torque, power (kW), kilowatt hours (resettable), operating hours (resettable), and drive temperature. The DDC shall also be capable of monitoring the VFD relay output status, digital input status, and all analog input and analog output valves. All diagnostic warning and fault information shall be transmitted over the serial communications bus. Remote VFD fault reset shall be possible. The following additional status indicates and settings shall be transmitted over the serial communications buss - keypad Hand or Auto selected, bypass selected, the ability to change the PID set point. A

minimum of 15 field parameters shall be capable of being monitored. The VFD shall allow the DDC to control the drive's digital and analog outputs via the serial interface. This control shall be independent of any VFD function.

All VFDs shall include EMI/RFI filters. The onboard filters shall allow the VFD assemble to be CE Marked and the VFD shall meet product standard EN 61800-3 for the First Environment restricted level.

All VFDs shall be protected from input and output power mis-wiring. The VFD shall sense this condition and display an alarm on the keypad.

The VFDs shall be housed in separate NEMA 1 enclosures.

The Adjustable Frequency Drive shall be manufactured by ABB, Model ACH550.

8.28.9 Discrete Pressure Controls. Separate from the control logic of the pumping operation shall be provided by bellows type, adjustable differential pressure switches. The switches shall be complete with a single pole, double throw contact block with 5 amp non-inductive rated contacts at 230 volts AC. The set points of the on/off cycle shall be independently adjustable through the full range of the switch rating.

1. Low Suction Cut-out, 4-150 psi.
1A. Adjustable Differential, 2-25 psi.
2. High Discharge Cut-out, 75-250 psi.
2A. Adjustable Differential, 2-25 psi.

A pressure gauge shall be sub-panel mounted adjacent to the low suction and high discharge pressure switches. The gauge and switch shall be so plumbed with the suction header sensing line and discharge header sensing line that a common blow off valve can relieve pressure in both simultaneously for purposes of checking and calibrating the low suction and high discharge lock-outs.

8.28.10 Gauge Pressure Transmitters. Pressure transmitters shall be supplied to measure pump station suction and discharge pressure. The transmitters shall sense gauge pressure and transmit a 4-20 mA dc signal. The instruments shall measure pressure of a predetermined span. Range is to be fully adjustable throughout using allowable span and range limits. The accuracy shall be ±0.20% of span.

Each transmitter shall provide an analog output and include a standard LCD with pushbuttons to provide Intelligent transmitter configuration directly from the on-board pushbuttons. The two-line digital indicator shall display the measurement in any selected units. The pushbuttons shall provide calibration of zero and span, setting of linear output, forward or reverse direction, external zero enable or disable, damping, failsafe action and local display including upper and lower range value selection.

All process-wetted parts of each instrument shall be Type 316L stainless steel. The transmitter shall be protected by a gasketed, weatherproof NEMA 4X enclosure. The transmitter shall be approved for use in hazardous locations (Nonincendive for Class 1 and Class II, Division 2 locations; intrinsically safe or explosion-proof for Class 1 and

Class II, Division 1 locations). The transmitters shall have 1/2 inch NPT female threaded tapping ports.

The Gauge Pressure Transmitters shall be as manufactured by Foxboro Series IGP10, Rosemount 2088G2S22A1M7B4S5, or approved equal.

8.28.11 Telemetry Control Interface Panel. It will be the responsibility of the booster station manufacturer to provide the following as an adjunct to the supplied telemetry equipment.

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

The following alarms/status points shall be included within the booster pump station and wired back to the interface panel:

1. Provide indication as to the positions of the HAND-OFF-AUTOMATIC selector switches on the pumps.
2. Water Within Station - The water alarm shall be a 120 volt AC circuit driven by a float switch wall-mounted within the equipment building. The float switch shall be of the magnetic float type with the float moving up and down a guide tube. One half (1/2) inch of float movement shall actuate the SPST reed type switch inside the guide tube. The switch shall be so mounted that when water reaches a point one (1) inch above the sump the float switch will activate the alarm. The alarm will be sealed in through an auxiliary relay and will be manually reset via a push button station.
3. Unauthorized entry alarms on hatches and doors - The unauthorized entry alarm shall be a 120 volt AC circuit driven by a door-mounted limit switch. The limit switch shall be the adjustable arm, roller contactor type which makes an internal SPST micro switch. The switch will be so mounted as to active anytime the entrance man way door is opened.
4. Phase fail/power status alarm – The phase fail alarm shall be provided by 120 volt AC relay.
5. Low Suction Pressure alarm – The low suction pressure alarm shall be provided by the low suction lockout pressure switch.
6. High Discharge Pressure alarm – The high discharge pressure alarm shall be provided by the low suction lockout pressure switch.
7. Fire/Smoke alarm – The fire/smoke alarm shall be provided by a 120 volt AC relay controlled by a fire/smoke detector in the station as an input to the logic.

8. Magnetic Flow Meter – Provide 4-20 mA flow meter signal and the "scaled pulse" 24 v dc signal from meter.
9. Suction & Discharge Pressure - Provide 4-20 pressure signal from all pressure transmitters.
10. VFD Speed Control for each pump

8.28.13 Electrical Conduit & Wiring. All service entrance conduits power and signal, shall be rigid steel conduit, individually sized to accept the inbound service conductors and telemetry/telephone/radio cables. These service entrance conduits shall be installed from the main power or control panel through the capsule steel sidewall or the building floor and terminate exterior to the equipment enclosure as a thread hub. The service entrance exterior conduit connection points shall be capped or plugged for shipment.

All wiring within the equipment enclosure and outside of the panel enclosures shall be run in conduit except where watertight flexible conduit is properly used to connect pump drivers, fan motors, solenoid valves, limit switches, etc., where flexible connections are best utilized. Devices and appliances where furnished by the original manufacturer and being equipped with a UL approved rubber cord and plug, may be plugged into a receptacle.

Equipment enclosure conduits shall be rigid, heavy wall, Schedule 40 PVC with solvent weld moisture-proof connections, in minimum size 3/4" or larger, sized to handle the type, number and size of equipment conductors to be carried. The conduiting shall be in compliance with Article 347 of the National Electrical Code and NEMA TC-2, Federal WC-1094A and UL-651 Underwriters Laboratory Specifications.

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

Motor circuit conductors shall be sized for load. All branch circuit conductors supplying a single motor of one (1) horsepower or more shall have an ampacity of not less than 125 percent of the motor full load current rating, dual rated type THHN/THWN, as set forth in Article 310 and 430-B of the National Electrical Code, Schedule 310-13 for flame retardant, heat resistant thermoplastic, copper conductors in a nylon or equivalent outer covering.

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

8.28.14 Electrical Receptacles. Two (2) duplex, ground fault circuit interrupter type receptacles shall be furnished about the periphery of the equipment enclosure, with one (1) receptacle adjacent to the main control panel.

8.28.15 Lighting. An exterior light shall be provided as located on the drawing. The light shall be 70 watt high pressure sodium. Housing shall be one piece, injection molded, bronze polycarbonate. A button type photo control shall be provided.

Interior lighting shall consist of one or more two-tube, 32 watt per tube, electronic start, enclosed and gasketed, forty-eight (48) inch minimum length fluorescent light fixtures installed within the equipment enclosure, as shown on the plans. The light switch shall be of the night glow type and be located conveniently adjacent to the door. Open fluorescent or incandescent fixtures **will not** be accepted

8.29 Heating/Cooling/Exhaust Fan. The unit shall be one piece, wall mounted, factory assembled, precharged, prewired, tested and ready to operate. The unit shall have a limited warranty of five years on parts and five years on the compressor. The unit shall be approved and listed by Underwriters' Laboratories, Inc., and Canadian Underwriters' Laboratories (CUL). Unit performance shall be certified in accordance with Air Conditioning and Refrigeration Institute Standard 210/240-89 for Unitary Air-Source air conditioners or latest standard.

1. One (1) each exterior wall mounted units, hard-wired as shown;
2. Enclosed weatherproof casing constructed of 20 gauge galvanized steel, finished with baked-on polyester enamel paint;
3. One (1) washable filters;
4. Remote adjustable thermostat;
5. Refrigerant: 410A (HFC);
6. Minimum EER Rating: 9.00
7. Cooling capacity per unit in tons: 1.5;
8. 16,400 BTUH per unit at 480 volts, 3 phase;
9. Amps per unit: 30;
10. Twin indoor blowers per unit, SCFM max/min: 825/600 at 0.2" static pressure;
11. Electrical supplemental heater per unit 5 kW;
12. Units shall be manufactured by Bard Model W18A1-A05BW

8.29a Backup Heating. In addition to the heater incorporated within the primary HVAC unit, an additional backup heating unit shall be provided. It shall be a UL listed, wall mounted, fan forced unit with an enclosed resistance wire within a steel finned element and a thermostat control. The unit shall be hardwired in conduit per UL 400-1, 3000 watts, 240 volt and be rated for 10,239 BTU/Hr .

8.30 Dehumidifier.

1. One (1) each, installed as shown.
2. Capacity 30 pints per 24 hours.
3. Compressor rated 115 volts, 60 Hz, 4.3 operating amps.
4. 106 CFM fan, 2 fan speed.
5. Humidity range 35 to 80% RH, ambient temperature range of 41 to 95 F, Type R410A refrigerant.
6. Washable filter.
7. Condensate piped direct to sump.
8. UL listed rubber cord.
9. EPA compliant.

8.31 Shipping and Delivery. The specified equipment shall be delivered by the manufacturer FOB DESTINATION and thereby the station manufacturer shall hold the full responsibility for the condition and completeness of the equipment upon its delivery.

The Engineer shall hold the right to inspect the equipment prior to unloading and setting so as to assure the quality and condition of the equipment is in no way deficient. If in the view of the Engineer or Engineer's inspector, the equipment is deficient when delivered, delivery shall be refused.

8.32 Factory Start-Up and Training Service. Without exception, the station manufacturer is directly responsible for station start-up and operator training. Third party contractors, agents or representatives are not to be allowed to start up the station nor the equipment therein. As such;

1. Start-up service technician shall be a regular employee of booster station manufacturer.
2. As part of the submittal covering this equipment, list the factory service manager, his employee number, his telephone number with extension and his number of years with the company. List also each start-up service technician, his employee number and years of service with the company.
3. Verify that one (1) or more of the service technicians listed above will perform the required start-up service on the equipment covered in the submittal.
4. Two (2) full days at job site for start-up and training.
5. The Factory Service Technician shall have two (2) bound, full and complete copy of the Operation & Maintenance Manual in their possession for use at the start up and training.
6. Start-up service report attested to by start-up technician and owner representative.
7. Service report distributed to:
    A. Manufacturer's File
    B. Engineer's File
    C. Contractor's File
    D. Owner's File

8.32 Manufacturer's Warranty. The warranty is the sole responsibility of the station manufacturer and that manufacturer's warranty shall be provided in written form, being placed in both the Submittal documents covering the specified equipment and the O&M manuals provided with that equipment.

It is required the station warranty provide the Owner with a single source responsibility for all components specified herein and the system as a whole. That single source shall be none other than the station manufacturer. Third party suppliers, service contractors, "Pass-through" warranties and service by the representative are not acceptable.

Said manufacturer's warranty shall at a minimum cover:

1. A period of one (1) year commencing upon successful start-up, after authorized manufacturer's start-up, not to exceed eighteen (18) months from the date of shipment.
2. The one (1) year period shall be inviolate regardless of any component manufacturer's warranty for equipment and components within the station.
3. The manufacturer's warranty shall cover all equipment, components and systems provided in or with the station by the manufacturer of the station, exclusive of those components supplied by and/or installed by others independent of the manufacturer of record for this station.
4. The warranty shall provide for the station manufacturer to bear the full cost of labor and materials for replacement and/or repair of faulty or defective components so there shall be no cost incurred by the Owner for this work during the warranty period.
5. The manufacturer's warranty policy is amended only by the items considered consumables, i.e., light bulbs, pump seals, pump packing, lubricants and other maintenance items consumed by usage.
6. No assumption of contingent liabilities for any component failure during manufacturer's warranty is made.
7. The warranty pertains only where the equipment has been operated in strict accordance with the manufacturer's instructions and requirements. Evidence of misuse or modification to the equipment voids the warranty.

It is the intent of this manufacturer's warranty to gain for the owner a single source responsible party for all components specified herein. "Second party" or "pass through" warranties will not be accepted. If the submitted written manufacturer's warranty does not meet the minimum requirements set forth above, that submittal will forthrightly be rejected.

8.33 Manufacturer's General Liability Insurance. The station manufacturer shall furnish premises/operations and products/completed operations general liability insurance from an insurance company with a rating of A-V according to the most recent Best's Key Rating Guide, in an amount equal to $10,000,000 per occurrence.

The insurance certificate must be included with the manufacturer's submittal. The coverage must be provided by an insurance carrier licensed and admitted in the state of manufacture.

8.34 Progressive Payments. The contractor may carry with their pay requests a request for progressive payments on the part of the equipment manufacturer for the equipment covered in this section. The Manufacturer shall submit a proper and timely pay request to the Contractor. The pay request shall cover a detailed listing of stored materials and sub-assemblies and work-in-process.

The Manufacturer's pay request to the Contractor shall include electronic or printed photographs of work-in-process with a proper description of the item and its use in the equipment. The manufacturer's pay request shall include an affidavit signed by an officer of the manufacturing company and notarized, attesting in detail to the on-site presence of the materials and the condition of the work-in-process.

No more than an aggregate ninety percent (90%) of the contractor purchase value shall be approved for payment prior to the delivery of the equipment.

8.35 Payment. The unit price bid shall constitute full compensation for providing and installing a complete and functioning booster pump station. This unit price shall incorporate all associated materials and labor required for all work depicted on the proposed booster pump station site plan, including but not limited to, sitework, paving, excavations, concrete foundations, water mains, gate valves, connections to existing system mains, relief and drain lines, stone aggregate, electrical work and all other related appurtenances.

SECTION 9 – BOOSTER PUMP STATION DEMOLITION

9.0 Work Included. Under this item the Contractor shall provide all labor, materials, equipment and incidentals required for the complete demolition, and removal and/or disposal of structures to be decommissioned as part of this project.

This includes the demolition and removal of the existing underground booster pump station structures known as the existing "Graefenburg Pump Station". The location of this structure is indicated on the Plans. The work shall include removing all remnants of the booster pump station vault, as applicable, and all other related appurtenances in their entirety

The Contractor will be responsible for the disconnection of the existing water mains as shown on the Drawings and as directed by the Engineer. This will be done before the demolition is started. Following these disconnections, there will be active water mains on site as indicated on the drawings, and others may be discovered during site excavations. It is essential that these facilities, when encountered, remain intact and in service during the proposed demolition. Consequently, the contractor shall exercise due concern for the operation of these facilities and shall diligently direct all his activities toward maintaining continuous operation of the existing facilities and minimizing operational inconvenience.

9.1 Working Area. The property and right of way boundaries and access thereto is indicated on the Plans. All demolition work shall be confined to this area unless explicit written permission is granted by both the adjoining property owners and the engineer.

9.2 Site Examination. The Contractor shall examine the drawings, visit the site and determine for himself the extent of the work, the extent of work affected therein and all conditions under which he is required to perform the various tasks. It is highly recommended that prior to presentation of Bid Proposal, the bidder or qualified representative of the bidder visit the project site and review the conditions in the field.

9.3 Execution. The Contractor shall not proceed with the demolition and removal of the existing booster pump stations until at least thirty (30) days following the completion and successful operation of the proposed pump stations which will replace them. Furthermore, the Contractor must receive approval from both the Owner and Engineer before any demolition work can begin.

The Contractor shall issue written notices of planned demolition to companies or local authorities owning utility conduit, wires or pipes running to or through the project site. Copies of said notices shall be submitted to the Engineer. Contractor shall notify utility companies or local authorities furnishing electrical or telecom services to remove any equipment owned by them in structure to be demolished and to remove, disconnect, cap or plug their services to facilitate demolition.

Once all approvals are granted, the contractor shall completely demolish and remove all existing components and facilities associated with the existing booster pump stations, as shown on the drawings and specified herein. This shall include removal of all below ground structures, vaults and underground utilities (water, electrical, etc.) as directed by the Engineer and specified herein. All material, equipment, rubble, debris and other products of the demolition shall become the property of the Contractor for his disposal off site in accordance with all applicable laws and ordinances, and at the Contractor's expense. The sale of salvageable materials by the Contractor shall only be conducted off-site. The sale of removed items on the site is prohibited by the Owner.

The Contractor shall not close or obstruct streets, drives or other occupied or used facilities without permission from the Owner/Engineer. If so allowed, the contractor must provide alternate routes around closed or obstructed traffic ways. The Contractor shall conduct operations to minimize damage by falling debris or other causes to adjacent buildings, structures, roadways, and other facilities. Provide interior and exterior shoring, bracing, or support to prevent movement or settlement or collapse of structures to be demolished. The Contractor shall promptly repair any damage caused to adjacent facilities as directed by the Engineer and at no cost to the Owner.

The Contractor shall provide pollution control, using water sprinkling, temporary enclosures, and other suitable methods as necessary to limit the amount of dust and dirt rising and scattering in the air to the lowest level of air pollution practical for the conditions of work. Compliance with all governing regulations is mandatory. Following construction, adjacent structures and improvements shall be cleaned of all dust, dirt and debris caused by demolition operations.

The Contractor shall maintain existing utilities to remain in service and protect against their damage during demolition operations. Existing utilities serving occupied or operational facilities shall not be interrupted except when authorized by Engineer. The Contractor shall provide temporary services as required during interruptions to existing utilities. The Contractor shall be solely responsible for making all necessary arrangements in conjunction with the discontinuance or interruption of any public or private utilities or services under the jurisdiction of outside utility companies. All utilities serving the structures to be demolished shall be disconnected and terminated at the service mains in conformance with the requirements of the utility companies controlling them.

9.4 Final Restoration and Cleanup. The Contractor shall remove all salvageable and non-salvageable materials, rubbish, and other debris from the site. The Contractor shall then fill and compact all voids left by the removal of piping, structures, etc. with an approved fill material to be provided to the site the Contractors expense. The site shall then be leveled smooth with contours similar to that which existed prior to the demolition operations. The final grade will provide for positive drainage of the disturbed area in a direction consistent with that of the surrounding area. Unless otherwise indicated on the Plans, all areas affected by the demolition procedures shall then be applied with a six-inch layer of topsoil, seeded with a lawn type seed, and mulched at a rate of one ton per acre.

9.5 Ownership of Materials. Equipment to be retained by the Owner will be removed by the Owner within thirty (30) days following the completion and successful operation of the proposed pump stations. Subject to the constraints of maintaining existing facilities in operation as shown or indicated on the Drawings, all other remaining equipment, non-buried valving and piping, and appurtenances shall be removed from the site by the Contractor.

The Owner will remove from the site all salvageable or useable material or equipment to be retained by the Owner. Any and all materials not retained by the Owner shall become the Contractor's property and shall be removed from the site. The sale of removed items on-site is prohibited by the Owner; however the off-site sale of salvageable material by the Contractor is encouraged.

9.6 Disposal of Materials. All materials and debris resulting from the demolition operations shall be disposed of by the Contractor at locations outside the project site in a manner that will comply with all local, State and Federal regulations and as per OSHA (29CFR192663 and 354) and EPA Regulations.

A suitable disposal site shall be arranged for and secured by the Contractor, and he shall assume full responsibility for acceptable disposal of the material. Final acceptance of the work will not be made until the disposal areas are in acceptable condition with respect to the Contractor’s obligations as expressed above. The Contractor shall pay for any required permits or dumping fees.

The Contractor shall provide the Owner with information and evidence concerning disposal details and arrangements. Salvaged materials may be stored on the site temporarily, but not beyond seven days from the time of removal from their original position.

9.7 Submittals. Prior to beginning any demolition work, the Contractor shall submit to the Engineer for his approval, two (2) copies of his proposed methods of demolition and disposal as specified below. This shall include a schedule outlining the coordination of shut-off, capping and continuation of outside utility services as required.

The submittal shall provide a detailed sequence of demolition and removal work to ensure the uninterrupted operation of the Owner's system. Before commencing demolition work, all structural relocation, by-passing, disconnections or modifications required will be completed. Actual work will not begin until the Engineer has inspected and approved the prerequisite work, and authorized commencement of the demolition work.

9.8 Special Conditions Which Apply. The Owner and the Engineer assume no responsibility for the actual condition of the structures to be demolished or relocated. Conditions existing at the time of inspection for bidding purposes will be maintained by the Owner insofar as practicable. However, variations within each site may occur prior to the start of demolition work.

Certain information regarding the size, character and location of existing underground structures, pipes and conduit has been shown on the drawings. There is no certainty of the accuracy of this information, and the location of underground structures shown may be inaccurate and other obstructions than those shown may be encountered. The Contractor hereby distinctly agrees that the Owner is not responsible for the correctness or sufficiency of the information given; that in no event is this information to be considered as a part of the Contract; that he shall have no claim for delay or extra compensation on account of incorrectness of information regarding obstructions either revealed or not revealed by the drawings; and that he shall have no claim for relief from any obligation or responsibility under this Contract in case the location, size, or character of any pipe or other underground structure is not as indicated on the Drawings, or in case any pipe or other underground structure is encountered that is not shown on the Drawings.

9.9 Payment. Payment shall be included in the payment for the work to which it is subsidiary in the Bid Schedule.

SECTION 10 - STORAGE TANK PIPING & VALVE VAULTS

10.0 Work Included. Under these items, the CONTRACTOR shall provide all labor, tools, equipment and materials required to furnish and install the process piping, vaults valves and appurtenances and as shown on PLANS relative to Storage Tank Site Piping Modifications and as directed by the ENGINEER.

10.1 Piping. All pipe materials listed below shall conform to manufacturer's standard lengths and diameters. Testing as required by the OWNER shall be done in accordance with the ASTM standards applicable to the material specified.

10.1.1 Polyvinyl Chloride (PVC) Piping (SDR 17) or (SDR 21) All PVC pipe shall comply with ASTM D1784 and shall be Class 250 (SDR 17) or Class 200 (SDR 21) as shown on the PLANS or otherwise indicated in the bid proposal form. All PVC pipe shall conform to the latest revisions of the following specifications:

ASTM D2241 (PVC Plastic Pipe SDR-PR and Class T)
National Sanitation Foundation Testing Laboratories (NSF)

The manufacturer of the pipe must be found on the current listing of Plastic Materials for Potable Water Application, published by the NSF (National Sanitation Foundation), Ann Arbor, Michigan, and must meet the requirements of the Standard Specification for Polyvinyl Chloride (PVC) Plastic Pipe, D1784, 12454-B (PVC 1120) as published by ASTM.

The pipe shall be homogeneous throughout and free from cracks, holes, foreign inclusions, or other defects. The pipe shall be as uniform as commercially practical in color. Pipe shall have a ring painted around spigot ends in such a manner as to allow field checking of setting depth of pipe in the socket. Pipe must be delivered to the job site by means which provide adequately support, and do not inflict undue stress. In particular, the load shall be so supported that the bottom rows of pipe are not damaged by crushing. Pipe shall be unloaded carefully and strung or stored as close to the final point of placement as is practical.

Wall thickness shall be in accordance with ASTM D-2241. Pipe ends shall be beveled to accept the gasketed coupling. The bell section shall be designed to be at least as strong as the pipe wall. Solvent-cement couplings or joints shall not be used. PVC joints using elastomeric gaskets shall be tested as assembled joints and shall meet the laboratory performance requirements specified in ASTM D-3139.

Joint lubricant shall be water soluble, non-toxic, non-objectionable in taste and odor imparted to the fluid, non-supporting of bacteria growth, and have no deterioration effect on the PVC or rubber gaskets.

PVC Pipe shall include the following markings, printed continuously down the length:

Manufacturer's Name
Manufacture's Identification Code
PVC 1120 Code Designation
Standard Dimension Ratio Number
Nominal Size
NSF Seal
Pressure Class Rating

Pipe shall be furnished in standard laying lengths of 20 ft. ± 1 in. A maximum of 15 percent of each pipe size may be furnished in random lengths of not less than 10 ft. each.

Under all circumstances, samples of pipe and both physical and chemical data sheets shall be submitted to the ENGINEER for approval. Unconditional approval shall be obtained before pipe is purchased.

10.1.2 Polyvinyl Chloride (PVC) Piping – Cast Iron Pipe Size. All PVC pipe shall meet the requirements of AWWA C900-75, latest revision, "Standard for Polyvinyl Chloride (PVC) Pressure Pipe, 4" through 12" for water" and shall be furnished in cast-iron pipe equivalent outside diameters with rubber-gasketed couplings. Pipe shall be pressure Class 200, DR 14 or Class 150, DR 18 (Dimension Ratio), as shown on the PLANS or otherwise indicated in the bid proposal form.

The pipe shall be made from Class 12454-A or Class 12454-B virgin compounds as defined in ASTM D-1784. The standard code designation shall be PVC 1120. The PVC compounds shall be tested and certified as suitable for potable water products by the NSF Testing Laboratory and shall carry the NSF approval marking.

The pipe shall be homogeneous throughout and free from cracks, holes, foreign inclusions, or other defects. The pipe shall be as uniform as commercially practical in color. Pipe shall have a ring painted around spigot ends in such a manner as to allow field checking of setting depth of pipe in the socket. Pipe must be delivered to the job site by means which provide adequately support, and do not inflict undue stress. In particular, the load shall be so supported that the bottom rows of pipe are not damaged by crushing. Pipe shall be unloaded carefully and strung or stored as close to the final point of placement as is practical.

Pipe ends shall be beveled to accept the gasketed coupling. The bell section shall be designed to be at least as strong as the pipe wall. Solvent-cement couplings or joints shall not be used. PVC joints using elastomeric gaskets shall be tested as assembled joints and shall meet the laboratory performance requirements specified in ASTM D-3139.

Joint lubricant shall be water soluble, non-toxic, non-objectionable in taste and odor imparted to the fluid, non-supporting of bacteria growth, and have no deterioration effect on the PVC or rubber gaskets.

Pipe and couplings shall meet or exceed the following test requirements:

Sustained Pressure - ASTM D-1598 (1000 Hrs.)

DR	Sustained Pressure
14	650
18	500

Burst Pressure - ASTM D-1599 (60-70 seconds)

DR	Minimum Burst Pressure
14	985
18	755

Each standard and random length of pipe shall be proof-tested at four times its rated class pressure for a minimum of 5 seconds. Bells or couplings shall be tested with pipe.

The pipe shall not split, crack, or break when tested by the parallel-plato method as specified by ASTM D-2241.

The pipe shall not flake or disintegrate when tested by the acetone-immersion method as specified in ASTM D-2241.

PVC Pipe shall include the following markings, printed continuously down the length:

Manufacturer's Name	Nominal Size & Outside Diameter
Manufacture's Identification Code	NSF Seal
PVC 1120 Code Designation	AWWA Designation (AWWA C900)
Dimension Ratio Number	AWWA Pressure Class Rating

Pipe shall be furnished in standard laying lengths of 20 ft. $\pm$ 1 in. A maximum of 15 percent of each pipe size may be furnished in random lengths of not less than 10 ft. each.

Under all circumstances, samples of pipe and both physical and chemical data sheets shall be submitted to the ENGINEER for approval. Unconditional approval shall be obtained before pipe is purchased.

10.1.3 Ductile Iron Pipe. Ductile iron pipe shall be designed in accordance with AWWA (ASA A21.50) and be suitable for the indicated pressures and conditions. Pipe shall conform to AWWA C-151 (ASA A21.51.) and shall be cement lined in accordance with AWWA C104 (ASA A21.4). The specified thickness will be determined for the given internal and external loading requirements in accordance with ASA A21.50. The class of pipe, wall thickness, joint type and coatings required shall be as shown on the PLANS or otherwise indicated in the bid proposal form.

Hydrostatic and acceptance tests shall be in accordance with AWWA Specification C-106 for "Cast Iron Pipe Centrifugally Cast In Metal Molds" or C-108 for sand molds. The ENGINEER shall be provided with five (5) copies of each of the following tests for each contract involved:

a. Talbot strip test.
b. Ring and full length bursting tests.
c. Chemical analysis of pipe.
d. Certification that pipe was hydrostatically tested.

All exposed pipe and fittings shall have a shop prime coat applied that is compatible with the subsequent field enamel paint coats. Where applicable, the final field coat colors shall match that of corresponding existing piping.

The net weight, class or nominal thickness and sampling period shall be marked on each pipe.

Pipe joints shall be as indicated on the PLANS mechanical joint, rubber ring slip joint, flanged, or locked mechanical joint equal to AWWA C- 111.

Pipe may be furnished in 12, 16, 16 1/2, 18 or 20 feet nominal laying lengths.

Under all circumstances, samples of pipe and both physical and chemical data sheets shall be submitted to the ENGINEER for approval. Any pipe not meeting the AWWA Specifications quoted above shall be rejected. Unconditional approval shall be obtained before pipe is purchased.

10.1.4 Fittings. Ductile iron fittings with appropriate adapters shall be used with Ductile Iron & PVC pipe. All such fittings shall be approved by the pipe manufacturer, and complete data forwarded to the ENGINEER, including the manufacturer's approval, for review. Fittings shall comply with AWWA C-110 or C-111 and shall be manufactured for the size and pressure class of the line on which they are used.

The joint connection category of the fittings shall be appropriate for the installation which they are used. Mechanical joint fittings shall be used for buried piping and flanged fittings for exposed or interior piping.

10.1.5 Mechanical Joint Restraints. Restraint devices shall be utilized with all mechanical joint fittings on both Ductile Iron and PVC pipe. Restraints shall conform to either ANSI/AWWA C111/A21.11 or ANSI/AWWA C153/A2153 and shall be manufactured for size and pressure class of the line on which they are used. Restraint devices for nominal pipe sizes 3-inch through 36-inch shall consist of multiple gripping wedges incorporated into a follower gland meeting the applicable requirements of ANSI/AWWA C110/A21.10. Mechanical joint restraints shall be MEGALUG® Restraint Series 2000 as manufactured by EBAA Iron, Inc., or approved equal.

10.1.6 Saddles. Service saddle shall have a ductile iron body per ASTM A536. The saddle shall have an outlet for the service connection that will allow an NPT or AWWA thread to be tapped into it. The saddle shall have two carbon steel bales per ASTM A108 (C1018) and be electro-galvanized with dichromate seal per ASTM B633. The nuts shall be heavy hex steel A563 with an electro-galvanized finish and a di-chromate seal per ASTM B633. The washers shall be carbon steel per ASTM A108 and electro-galvanized with dichromate seal per ASTM B633. The gasket shall have a hydro-mechanical lip that seals better on the pipe surface as the line content pressure increases. The gasket shall be made of Nitrile (BunaN) and NSF 61 listed. The gasket shall be compounded to resist: water, oil acids, alkalis, most (aliphatic) hydrocarbon fluids and many other chemicals. The gasket shall have a temperature range of -20ºF to +180ºF. The gasket shall be fully cemented into a cavity to hold it in place around the outlet during installation.

Saddles shall be as manufactured by Smith-Blair, Inc., Series 313 or approved equal.

10.1.7 Pipe Handling & Installation. Pipe delivered to site in general, will be stored, handled, distributed, installed in accordance with the Manufacturer's recommendation unless instructed otherwise by these specifications or by the ENGINEER.

10.2 Valves & Other Appurtenances.

10.2.1 Gate Valves. Gate valves shall be resilient wedge type which fully comply with the latest revision of AWWA C509, and shall also be UL listed and FM approved. The valves shall be tested and certified to ANSI/NSF 61. The valves shall have a 250 psig working pressure. The valve type shall be NRS (non-rising stem) with an arrow cast on the operator which shows the opening direction. The direction of opening shall be shall to the left (counter clockwise.)

Hardware used to secure the stuffing box and bonnet shall be of the following compositions:

a. Steel, ASTM A-307, Grade B zinc plated.
b. Type 304 stainless steel.
c. Type 316 stainless steel.

Valve stems shall be made of bronze ASTM B-132 alloy C67600 bar stock material. The stem shall have at least one “anti-friction” thrust washer above and below the stem collar to reduce operating torque. The design of the valve stem shall be such that if excessive input torque is applied, stem failure shall occur above the stuffing box at such a point as to enable the operation of the valve with a pipe wrench or other readily available tool. The stem material shall provide a minimum 70,000 psi tensile strength with 15% elongation and yield strength of 30,000 psi. Valves with cast stems or two piece stem collars are not acceptable.

Valves shall have a stuffing box that is o-ring sealed. Two o-rings shall be placed above and one o-ring below the stem thrust collar. The thrust collar shall be factory lubricated. The thrust collar and its lubrication shall be isolated by the o-rings from the waterway and from outside contamination providing permanent lubrication for long term ease of operation. Valves without a stuffing box are unacceptable. Valves without at least three stem o-rings are also unacceptable. The valve body, bonnet, stuffing box, and disc shall be composed of ASTM A-126 Class B grey iron or ASTM A395 or A536 ductile iron. The body and bonnet shall also adhere to the minimum wall thickness as set forth in Table 2, section 4.3.1 of AWWA C509.

Valves shall have all internal and external ferrous surfaces coated with a fusion bonded thermosetting powder epoxy coating of 10 mils nominal thickness. The coating shall conform to AWWA C550. Valve disc and guide lugs must be fully (100%) encapsulated in SBR ASTM D2000 rubber material. The peel strength shall not be less than 75 pounds per inch. Guide caps of an acetal bearing material shall be placed over solid guide lugs to prevent abrasion and to reduce the operating torque.

Tapping valves shall have an inlet flange conforming to ANSI B16.1 Class 125 for attachment to a tapping sleeve or cross. In addition, the valve inlet flange shall have a machined projection or raised face complying with MSS SP-60 for accurate alignment to the mating recess in the tapping sleeve flange. The seat opening of the tapping valves shall be at least .30” larger than the nominal pipe size to permit full diameter cuts.

The valves shall be warranted by the manufacturer against defects in materials or workmanship for a period of ten (10) years from the date of manufacture. The manufacturing facility for the valves must have current ISO certification. Each valve shall have the manufacturer’s initials, pressure rating, and the year in which manufactured, cast onto the body.

Gate valves designated for direct bury installations shall be installed in accordance with the detailed drawings. They shall be furnished with mechanical joint end connections, a 2-inch square operating nut and an accompanying valve box. Valve boxes shall be of cast iron construction, be extension type with screw adjustments and include a removal lid marked “WATER”. The minimum metal thickness shall be 3/16". Following installation, valve boxes shall be plumb and straight with the operating nut centered. In paved areas the top of the lid should project ¼” above final grade line. In all other areas this projection shall be 1”, with the lid being protected by a three foot diameter, 4” thick, concrete slab.

Gate valves designated for interior or exposed piping applications shall be furnished with flanged end connections complying with ANSI B16.1, Class 125. Valves shall be equipped with an appropriated sized hand wheel operator oriented as shown on the drawings.

Gate Valves shall be as manufactured by Mueller Co. 2360 series or approved equal

10.2.2 Butterfly Valves. Butterfly valves shall be of the tight closing, rubber seated type and fully comply with the latest revision of AWWA Standard C504, Class as required, and ANSI/NSF 61. Valves shall be bubble-tight at rated pressure class in either direction, and shall be satisfactory for applications, involving throttling service and for applications requiring valve actuation after long periods of inactivity. Valve discs shall rotate 90° from the full open position to the tight shut position. Regardless of valve size, angular disposition of disc can be up to 1" off center without leakage.

The valves shall be rated for minimum operating pressure of 250 psi. Valve bodies shall be constructed of ductile iron ASTM-A536, Grade 65-45-12. Flanged valves shall be fully faced and drilled in accordance with ANSI Standards B16.1, Class 250. Rubber body seats shall be of one piece construction, simultaneously molded and bonded into a recessed cavity in the valve body protecting the leading edge of the seat from shearing force of the line flow. Seats may not be located on the disc or be retained by segments and/or screws. For wafer style valves, the seat shall cover the entire inner surface of the valve body and extend over the outside face of the valve body to form a flange gasket.

Valve shaft shall be stainless steel ASTM-A564 Type 630 Condition H-1100. Stub shafts or through shafts are acceptable. At the operator end of the valve shaft, a packing gland utilizing "V" type chevron packing shall be utilized. "O" ring and "U" cup packing is not allowed. Bearings shall be of a self-lubricating, nonmetallic material to effectively isolate the disc-shaft assembly from the valve body. Metal-to metal thrust bearings in the flow stream are not allowed.

Valve discs shall be an on-center, lens-shaped design to afford minimal pressure drop and line turbulence. Materials of construction shall be: ASTM A126, Class B cast iron disc and a stainless steel type 316 edge with a minimum width equal to the width of disc edge. Discs shall be retained by stainless steel pin, extending through the full diameter of the shaft to withstand the specified line pressure up to valve rating and the torque required to operate the valve. Disc stops located in the flow stream are not allowed.

All surfaces of the valve interior shall be clean, dry and free from grease before painting. The valve surfaces except for disc edge, rubber seat and finished portions shall be a minimum of 8 mils Ameron 370. All coatings shall conform to AWWA C550.

Operators shall be totally enclosed, permanently lubricated and sealed gear reducers. A vent shall be provided between the valve trunnion and actuator base to prevent infiltration of fluid into the actuator. The operator case shall be completely watertight, sealed by means of approved gaskets, gasket compounds, O-rings or threaded plugs. Operators shall be filled with a suitable oil lubricant or thoroughly coated with an approved grease at the factory. If the operator lubricant is oil, provide suitable fill and drain plugs. Operators shall be self-locking with a permanent factory set stop at each end of travel. Operators shall be self-locking with open and close stops provided to limit valve disc travel. They shall ensure that the disc will not creep or flutter under service conditions and that the seat will close at an angle of 90° from full open.

Valve Operators shall comply with AWWA C504, unless otherwise specified in these Specifications. The operational torque of each valve and operator shall be in accordance with Appendix of AWWA Standard C504 for velocity of 16 fps and applicable pressure drop across valve. Operators shall be sized for bi-directional flow and 450 ft-lb input torque. The required input torque shall allow a maximum hand wheel pull of 80 ft.-lbs. for hand wheels and chain wheels, or 150 ft.-lbs. for operating nuts.

Butterfly valves designated for direct bury installations shall be installed in accordance with the detailed drawings. They shall be furnished with mechanical joint end connections, a 2-inch square operating nut and an accompanying valve box. Valve boxes shall be of cast iron construction, be extension type with screw adjustments and include a removal lid marked “WATER”. The minimum metal thickness shall be 3/16". Following installation, valve boxes shall be plumb and straight with the operating nut centered. In paved areas the top of the lid should project ¼” above final grade line. In all other areas this projection shall be 1”, with the lid being protected by a three foot diameter, 4” thick, concrete slab.

Butterfly valves designated for interior or exposed piping applications shall be furnished with flanged end connections complying with ANSI B16.1, Class 250. Valves shall be equipped with an appropriate sized hand wheel operator with position indicators. Install valves with the valve shaft oriented in horizontal position unless otherwise shown on the drawings.

Butterfly Valves shall be as manufactured by Mueller Co. Lineseal III series or approved equal

10.2.3 Ball Valves. For applications less than 3” in diameter, ball valves shall be used. The ball valves shall meet or exceed to ASME B16.44. The ball valves will be 2-piece forged brass body, full port, blow out proof stem, PTFE seats, PTFE packing with adjustable stem packing gland. The valves will be equipped with NPT threaded pattern connections on both end and shall come complete with lever operators. Maximum working pressure shall be rate at a minimum of 400 psi.

Ball valves shall be manufactured by Nibco, Model T-FP-600A or approved equal.

10.2.4 Check Valves. All check valves shall be iron body bronze mounted swing check valves. Valves shall be suitable for non-shock cold water service and comply with all applicable parts of ANSI/AWWA C508. Valves shall have a clear full opening waterway when disc is in fully open position. Valves shall be lever and weight operated with an adjustable position weight and lever arm attached to disc assembly for variable closure force. The weight & lever assembly should be available for use on either side of the valve. All operating parts should be accessible through top opening, ensuring trouble free maintenance. Valves shall be equipped with a “D” shaped cover equipped with a flow direction indicator insuring that it cannot be incorrectly assembled and cause flow direction error.

The valve body, cover, and weights shall all be composed of ASTM 126 Grade B cast iron. The hinge pin shall be supported by heavy bronze bearings and be pressure sealed with O-rings. Each valve shall be equipped with an ASTM A307 steel test plug. Valves shall be equipped with an ASTM 126 Grade B cast iron disk and ASTM B584 Alloy C84400 cast bronze disk facing. The disk facing shall be permanently pressing into disc. Valves shall employ an ASTM A267 Type 303 stainless steel hinge pin and an ASTM B584 Alloy C84400 cast bronze clapper arm. All gaskets and o-rings shall be ASTM D2000 rubber. The valve shall be coated in water reducible alkyd enamel primer paint.

Valves shall be designed for a minimum water working pressure of not less than 175 pounds per square inch. Prior to shipment from the factory each valve shall be tested at a hydraulic pressure of at least 350 pounds per square inch. Each valve shall have cast on the body, the maker’s initials, pressure rating and the year in which the valve was manufactured.

Check valves shall be as manufactured by Mueller Co. or approved equal.

10.2.5 Level Monitoring / Sample Tap. Provide two (2) 3/4-inch taps within each valve vault. The taps shall be located on the outlet line, on the tank side of the check valve. Each tap shall be equipped with brass nipple, an isolation ball valve, a pressure gauge, and a brass spigot via threaded connections. The pressure gauge shall have shall be 4-1/2 in. diameter dial with black markings on white background and have a pressure range of 0 to 100 psi.

10.3 Pre-cast Concrete Vault and Appurtenances. The vault shall be design per ASTM C-890: Minimal structural design loading for underground precast concrete water and wastewater structures and ACI 318: Building code requirements for reinforced concrete. All concrete used in the construction of the vault shall have a minimum 28 day compressive strength of 4,500 psi. Reinforcing steel shall be ASTM A-6115, Grade 50 and used as required by design standards. Any joints shall be sealed with 1-inch conseal.

A concrete sump pit with sump pump shall be installed the floor of the vault. The CONTRACTOR shall install the pump, including required work to extend underground electrical power from an existing distribution panel located on the site. A 2-inch PVC pump discharge line shall be extended from the pump to daylight as indicated on the Plans.

The vault shall be equipped with one aluminum access hatch with a clear opening of no less than indicated on the plans The hatch shall be of non-skid design and be designed to handle a H-20 Uniform live load with a maximum allowable deflection of 1/150 of the span. A recessed, vandal proof locking device shall be provided as part of the hatch. A positive hold open bar shall also be provided to secure the hatch in the open position.

All hinges and hinge bolts shall be stainless steel. All hinge bolt nuts shall be tack welded to prevent removal of bolts. All fasteners used on the hatches shall be non-corrosive. All areas of hatch frames that will be in contact with concrete shall be coated with bitumastic paint. Bolts as required shall be threaded into the hatch frame from the concrete side and secured with stainless steel nuts. All bolts shall be installed to prevent interference when closing the hatch. Two (2) keys shall be provided, on a key ring complete with the manufacturer's identification. The hatch assembly shall be manufactured by Halliday Products, Series H2C.

10.3.1 Sump Pump. The Contractor shall provide all labor, tools, equipment and materials to perform the installation of the sump pump within the valve vault.

The sump pump shall have a capacity of 45 GPM against a Total Dynamic Head of 15 feet. The pump motor shall be as follows: 115 Voltage, 60 Cycles, 1 Phase, 1/2 HP. The pumps shall be designed to pass ½ inch solids and be equipped with a discharge to be 1-1/2 inch NPT. Sump pumps shall be that as manufactured by Zoeller Pump Company, Submersible Pump Model M98 Single Seal, or approved equal.

PSC pump motor shall be hermetically sealed, submersible type operating in a high quality dielectric oil for cooling the windings and for lubrication of the motor bearings and ceramic-carbon shaft seal. Single phase motor shall have internal automatic resetting, thermal overload protection. Construction shall be of cast iron with 100% baked-on powder coated epoxy finish for corrosion resistance and longer casting durability. All fasteners and external metal parts shall be of stainless steel. Impeller shall be of vortex non-clog design.

The pump shall have an integral mechanical float switch, which shall require no adjustment, nor require additional equipment for operation. All piping shall be rigid and permanent in nature and shall be furnished and installed by the contractor. A Unicheck full flow check valve, rated at 4.3 psi (10 feet TDH) at 130° F shall be installed in the 1½ inch PVC discharge pipe. The Unicheck shall have valve body and seat of PVC plastic and shall be assembled with thru bolts. Gasket and flapper shall be neoprene with brass backing plates and stainless steel rivet. The Unicheck shall include two (2) neoprene unions and four (4) stainless steel clamps and fasteners. A 3/16 inch vent hole shall be drilled in the discharge pipe below the check valve and pit cover to purge the system of trapped air. Power wiring shall be supplied and installed the by contractor as indicated on the Plans.

10.4 Electrical. The existing electrical service shall be replaced with a new below grade 200 amp electrical service shall be established on the Tank Site in accordance with all applicable codes. The meter base and electrical distribution panel shall be installed adjacent to the valve vault. The panel assembly shall be weather-proof and be mounted on an aluminum uni-stut base. At a minimum, one four-plug ground fault exterior convenience outlet shall be installed near the panel assembly. Dedicated circuits shall be made available for the convenience outlets and SCADA panel. In addition, two (2) spare 15A circuits shall be provided.

10.5 Location. The CONTRACTOR shall be responsible for construction stakeout, based upon horizontal and vertical control points furnished by the ENGINEER. Adjustments in vertical and horizontal alignment may be required during construction due to unforeseen obstacles or changes in right-of-way. Changes in alignment shall be made as directed by the ENGINEER. Such modifications in alignment shall be accommodated by the CONTRACTOR and the completed work shall be paid using the unit prices bid for the work.

10.6 Excavation. The CONTRACTOR shall make trench excavations to only such width to provide ample room for proper construction. Sheeting and shoring shall be provided as required for proper safety and compliance with OSHA regulations. Rock excavation shall be taken to a depth of 6-inches below bottom of pipe. If poor foundation conditions exist due to organic material or quicksand, the trench shall be under-excavated to the depth required and filled with stone aggregate to obtain proper bearing capacity.

10.7 Storage of Excavated Material. All excavated material shall be stored in a manner that will not endanger the work and that will avoid obstructing roadways, sidewalks, and driveways. Hydrants under pressure, valve pit covers, valve boxes, curb stop boxes, fire and police call boxes or other utility controls shall be left unobstructed and accessible. Gutters shall be kept clear or other satisfactory provisions made for street drainage, and natural watercourses shall not be obstructed.

10.8 Shoring, Sheeting, and Bracing. The CONTRACTOR shall furnish, place and maintain such sheeting and bracing as may be required to support the sides of the excavation or to protect other structures from possible damage. All sheeting and bracing shall be removed upon completion of the work, unless permitted to be left in place by the ENGINEER. Any sheeting or bracing left in place shall be cut off at least two feet below the finished ground surface elevation. The cost of furnishing, placing, maintaining and removing sheeting and bracing shall be included in the unit price bid for water lines. All work shall conform to OSHA requirements.

10.9 Bedding. All process lines shall be bedded with 6- inches of #9 or approved equal stone under and on both sides of the pipe where necessary when rock or poor foundation conditions exist.

10.10 Thrust Blocks and Anchorage. Thrust blocks shall be installed whenever the pipe line changes direction, as at tees, bends, crosses, stops, as at a dead end; or at valves. The locations of thrust blocks depend on the direction of thrust and type of fitting. Their size and type depends on pressure, pipe size, kind of soil, and the type of fitting.

Where thrusts act upward (as at vertical curves) the weight of the pipe, the water in the pipe and the weight of the soil over the pipe should be determined to make certain that the total weight is sufficient to resist upward movement. If there is not enough soil or if it will not compact over the pipe or it is too soft and mushy to resist movement, then ballast or concrete may be placed around the pipe in sufficient weight and volume to counteract the thrust. Where a fitting is used to make a vertical bend, the fitting may be anchored to a concrete thrust block designed to key in to undisturbed soil and to have enough weight to resist upward and outward thrust, since the new placed backfill may not have sufficient holding power.

Thrust blocks shall be constructed of not less than Class B concrete conforming to KBH Specification 601 and placed between the fitting and the trench wall. It is important to place the concrete so it extends to undisturbed (freshly cut) trench wall. The thrust blocks shall be sized as shown on the drawings.

10.11 Backfill. Trenches shall be backfilled and "walked in" at once up to the height specified and shown in the PLANS. Backfill material shall be such that it may be compactly tamped around the pipe. No rock larger than two inches will be permitted within six inches of the pipe. No loose rock larger than six inches shall be less than 12 inches from the pipe. In open, unpaved, or unsurfaced areas the remainder of the fill may be thrown in loose and ridged up over the top of the trench. Mechanical backfilling shall be done with a rotobackfiller or angle dozer. When trenches are in the traveled areas or other places where property will be damaged by settlement of fill, sufficient compaction shall be made immediately. The remainder of the dirt shall be ridged up over the trench unless otherwise ordered by the ENGINEER. The CONTRACTOR at no time shall open up more than 500 feet of trench ahead of backfill and cleanup.

Any damage to underground structures, pipes, wires, drains, etc. shall not be backfilled until they have been satisfactorily repaired or replaced to the original serviceability at the CONTRACTOR'S expense and as approved by the ENGINEER. Settlement of backfill may be done with water furnished by the CONTRACTOR under the direction of the ENGINEER where such will not endanger traffic or damage property. When excavated rock is used for backfilling, it shall have sufficient dirt or fine material to fill all voids and shall not be used within twelve inches of the pipe. All excess rock shall be cleaned up and taken away. No rock larger than two inches shall be left. In areas to be mowed, area shall be raked and smoothed with no rock larger than one inch.

The CONTRACTOR shall maintain the job in a neat and cleaned up condition at all times so as to cause minimum nuisance to the people. Procrastination of clean up and repair will not be tolerated. Minimum trench dirt shall be left outside trench and no soil outside trench shall be removed. Wherever it is necessary to tamp the trench because of traffic, sod placement, or other conditions, the ENGINEER will so instruct the CONTRACTOR who will include this cost in unit price bid. This tamping must have a compaction of at least 90 percent. The CONTRACTOR will be responsible for any settlement or damage due to settlement where tamping has been done. The tamping must be done the same day that trenching is done if there appears to be any danger of precipitation. If the weather appears to be safe, the ENGINEER may permit the CONTRACTOR to complete the tamping the following day. Where tamping is ordered, all excess dirt must be removed the day trenching is done or the following day.

10.12 Hydrostatic Testing. The water line and appurtenances, as rapidly as valves are installed, shall be hydrostatically tested in accordance with these specifications. Defective joints of pipe shall be replaced as directed by the ENGINEER. Cracked or defective pipe, fittings, valves, or hydrants shall be replaced by the CONTRACTOR and the test shall be repeated until the test results are satisfied. Any meter settings and service tubing as shown on the drawings shall be included in the hydrostatic test.

The test pressure shall not be less than 1.25 times the working pressure at the highest point along the test section and the hydrostatic test shall be of at least a two hour duration. The test pressure shall not vary by more that five psi. for the duration of the test.

All leaks shall be repaired whenever or wherever there is evidence of a leak and the location is known or can be reasonably found.

10.12.1 Pressurization. After the pipe has been installed all or any valved section shall be subjected to the hydrostatic test. Each valved section of the pipe shall be slowly filled with water and the specified test pressure, corrected to the elevation of the test gauge, shall be applied by means of a pump connected to the pipe in a manner satisfactory to the ENGINEER. As part of the testing equipment a meter shall be installed to measure all water added to the tested section.

10.12.2 Air Removal. Before applying the specified test pressure, air shall be expelled completely from the pipe, valves, and hydrants. If permanent air vents are not located at all high points, the CONTRACTOR shall install corporation cocks at such points so that the air can be expelled as the line is filled with water. After all the air has been expelled, the corporation cocks shall be closed and the test pressure applied. At the conclusion of the pressure test, the corporation cocks shall be removed and plugged or left in place at the discretion of the OWNER.

10.12.3 Leakage Defined. Leakage shall be defined as the quantity of water that must be supplied into the newly laid pipe or any valved section thereof to maintain pressure within five psi. of the specified test pressure after the pipe has been filled with water and the air has been expelled. Leakage shall not be measured by a drop in pressure in a test section over a period of time.

10.12.4 Allowable Leakage. No pipe installation will be accepted if the leakage is greater than that determined by the following formula:

$$L = \frac{SD\sqrt{P}}{133{,}200}$$

Where:

L = allowable leakage in gallons per hour
S = length of pipe tested in feet
D = nominal diameter of the pipe in inches
P = average test pressure during the leakage test in pounds per square inch

This formula is based on an allowable leakage of 11.65 gpd./mi./in. of nominal diameter at a pressure of 150 psi.

10.13 Sterilization. Upon completion of a section of piping, disinfection shall be performed strictly in accordance with the procedure designated in Kentucky State Department of Health regulations which reads as follows: "All new water distribution systems including storage distribution tanks and repaired portions of or extensions to existing systems shall be thoroughly disinfected before being placed in service by the use of chlorine or chlorine compounds in such amounts as to produce a concentration of not less than 50 ppm and a residual of not less than 25 ppm at the end of 24 hours and followed by thorough flushing."

Putting small amounts of powdered chlorine in each joint will not be acceptable. Where the new system is connected to the present system the CONTRACTOR will install a 3/4" water meter for the CONTRACTOR on a regular water meter customer basis except that the CONTRACTOR will be charged a flat rate of $5.00 per 1,000 gallons.

10.14 Service Connections. Any utility connections encountered in the work shall be preserved and protected. Where relocation or repair is required to accommodate the work, they shall be made in a manner acceptable to the utility having jurisdiction over the service connection. Accommodation of service connections shall not constitute any basis for extra payment.

10.15 As-built Drawings. As each line is installed, the CONTRACTOR shall maintain a carefully marked-up set of plans to show exact "as-built" location of all valves, fire hydrants, tees, blind flanges, tie-ins to existing lines, altitude valves, etc. All drawings shall pinpoint locations by two measured distances from prominent landmarks. As-built drawings shall also show the accurate location of other structures and utilities adjacent to or crossing the work. As-built drawings shall be delivered to the ENGINEER.

10.16 Coordination with other Utilities. Prior to construction, the CONTRACTOR shall arrange to meet with representatives of all utilities, and provide them with his anticipated work schedule. The CONTRACTOR shall have the utilities make their best determination of utility locations in the areas in which he is working. Throughout the progress of the work, such field markings of utilities shall be kept current. Repairs to any utilities damaged by the CONTRACTOR shall normally be performed by the utility at the CONTRACTOR'S expense, unless the CONTRACTOR and the utility negotiate other understandings and/or procedures.

10.17 Coordination with Storage Tank Work by Others. The tank site piping modifications detailed herein shall be accomplished in coordination with the water storage tank rehabilitation work that is to be completed outside of this Contract by others. The CONTRACTOR shall coordinate the work to be completed on each tank site with the other work to be completed by others as directed by the ENGINEER. The CONTRACTOR shall be prepared to mobilize to each tank site within 30 days of being notified to so and then complete the proposed piping modifications for that site within 30 days of the start of work on that particular site.

10.18 Cleanup. The CONTRACTOR shall provide effective cleanup of the work as it progresses. At the time of final inspection, no trenches shall show any undue evidence of the previous construction. All areas shall be left free of ruts due to construction equipment and shall have a clean and neat appearance without rubble or debris. The areas shall not be mounded up and shall be completely restored, and all yards and fields shall be reseeded so land may be cultivated, mowed, etc. Straw and fertilizer shall accompany the seeding and the seed mixture shall match existing ground cover. If necessary to hasten proper restoration of terraces, principally along ditch lines, the CONTRACTOR shall sod such areas at the ENGINEER'S direction.

10.19 Protection of Adjacent Landscape. Reasonable care shall be taken during construction of the process lines to avoid damage to vegetation. Ornamental shrubbery and tree branches shall be temporarily tied back, where appropriate, to minimize damage. Trees which receive damage to branches shall be trimmed of those branches to improve the appearance of the tree. Tree trunks receiving damage from equipment shall be treated with a tree dressing.

10.20 Underground Detection Wire. At all locations where water lines are installed, a detection wire shall be installed. For open cut installation, tracer wire is to be #12 AWG solid copper with 30 mil blue HDPE insulation. Direct bury wire connectors which are prefilled with dielectric silicone sealant and equipped with an integral strain relief cap shall be used at all splice joints. The wire connectors shall be DryConn DBSR Aqua as manufactured by King Innovation or approved equal.

Tracer wire shall be installed with the pipe at the trench bottom and access boxes shall be installed at each valve, hydrant and at the valve vault. A minimum of 3 feet of tracer wire should be coiled up inside of each access box. Tracer wire access boxes shall be magnetized heavy duty type as manufactured by Copperhead Industries, LLC, Snake Pit or approved equal.

Prior to the time of the final inspection, the Contractor shall perform a continuity test of the underground detection wire system to ensure continuity and proper operation. This test shall be witnessed by the ENGINEER or the OWNER.

10.21 Payment. The unit price bid shall constitute full compensation for providing and installing the proposed tank site piping modifications for each tank site as shown on plans and detailed herein. This unit price shall incorporate all associated materials and labor required for all work depicted including but not limited to, sitework, paving, excavations, concrete work, water mains, valves, vaults, connections to existing system mains, drain lines, stone aggregate, electrical work and all other related appurtenances.

SECTION 11 – WATER METER & BOX REPACEMENTS

11.0 Work Included. The CONTRACTOR shall provide all labor, tools, and equipment for the water meter replacement and installation of Automatic Meter Reading (AMR) transponders and accessories.

All meter locations included in this bid will require the existing meter to be changed out with a new model. A transponder antenna will be also be installed on each meter. Following installation by the CONTRACTOR, the new meters and associated equipment will be setup and programmed by the OWNER per factory specifications.

In addition to the water meter replacement at all locations, some locations will also require that the existing meter box and lid be replaced. A determination regarding the need to replace the box/lid will be made by the OWNER. This determination will be made in the field during the time in which the work is being performed.

The accompanying detail drawings depict the work required and correct installation arrangement for each instance described above. The majority of the standard meter replacements will be for 5/8" x 3/4" size meters, however some 1" meters may be included.

Meters larger than 1" will be considered non-standard and if included will be denoted as a separate unit bid item. All non-standard larger meter replacements will require the existing meter to be changed out with a new model including installation of a transponder antenna. In addition, a number of larger meter replacements will require the complete replacement of the existing meter setter, box, etc. These instances will require the water to the meter to be shutoff at the main. It shall be assumed that this will require the CONTRACTOR to find and turn off the corporation stop or gate valve at the main line.

11.1 Equipment & Supplies The OWNER shall supply all materials required to perform the services specified (meters, transponders, rebar, setters, boxes, lids, meter washers, etc.). The CONTRACTOR will provide all vehicles, equipment, and tools needed to complete specified work.

Meter boxes shall be corrugated polyethylene round boxes (un-notched, smooth interior) and shall be 18-inches in diameter and 30-inches deep as manufactured by Hancor, Inc., or approved equal. Meter boxes shall include a one piece flat cast iron lid and frame, RUSSCO LC-218T with 2" touch read hole as manufactured by Sigma Corporation, or approved equal..

The CONTRACTOR is responsible for picking up all OWNER supplied materials from their central office and shop located in Bagdad, Kentucky. A maximum of one week's supply of materials will be issued to the CONTRACTOR at one time.

11.2 Scope of Services The CONTRACTOR is responsible for the following in association with the work:

- Removal the existing water meter and subsequent installation of the new AMR meter and transponder.
- Shutting off the the water to each meter prior to beginning the meter replacement.
- Notifying all customers of service interruption, either in person or by notice when meter is changed.
- Ensuring minimal disruption to commercial customer water service needs, including, but not limited to, completing work outside of normal business hours if necessary.
- Keeping a daily log regarding existing meter removal and meter reading, new installed meter serial number and reading, and transponder serial number. The OWNER will supply a log sheet to be used by the CONTRACTOR for this purpose.

11.3 Owner Responsibilities The OWNER is responsible for the following in association with the work:

- Notifying affected customers by mailing advance notice to the affected accounts.
- Any meter box or service modifications other than meter box replacements as defined elsewhere herein (*not applicable to non-standard larger meters*).
- Shutting down main line when explicitly required to accommodate a meter replacement.
- Furnishing a staff member to provide customer addresses and identify specific meter locations.

11.4 Special Conditions Which Apply. The CONTRACTOR shall be limited to a maximum work force of three (3) persons performing meter replacements at any one time. One (1) additional support person and/or driver will be allowed to assist. All personnel shall work as a single crew, working in one particular area that is defined by the OWNER. The meter replacements, including meter box replacements when required, shall be accomplished in a sequential order as defined by the OWNER.

11.5 Payment. The unit price bid shall constitute full compensation for the water meter replacements and meter box replacements as detailed herein.